916

SUPREME COURT OF THE UNITED STATES.

No. 72.

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE AND ELIZA HIS WIFE, GEORGE PORTER AND ELSPET HIS WIFE, WILLIAM RAINEY, ALEXANDER RAINEY, AND ELIZABETH RAINEY, COMPLAINANTS AND APPELLANTS,

vs.

GEORGE M. SAVAGE, EXECUTOR OF THE LAST WILL AND TESTAMENT OF SAMUEL SAVAGE, DECEASED, RESPONDENT AND APPELLEE.

APPEAL FROM THE DISTRICT COURT UNITED STATES FOR THE NORTHERN DISTRICT OF ALABAMA.

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THE UNITED STATES OF AMERICA,
Northern District of Alabama.

Pleas had at a term of the District Court of the United States of America, for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday (being the twenty-eighth day) of November, in the year of our Lord one thousand eight hundred and forty-two, and of the independence of the United States of America the sixty-seventh year. Present, the honorable William Crawford, judge of the said district court.

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE and wife, GEORGE PORTER and wife, WILLIAM RAINEY, ELIZABETH RAINEY, and ALEXANDER RAINEY,
vs.
GEORGE M. SAVAGE, executor, &c. of Samuel Savage, deceased.

Be it remembered, that heretofore, to wit, on the first day of September, in the year of our Lord one thousand eight hundred and thirty-eight, was filed in the office of the clerk of the District Court of the United States, for the northern district of Alabama, an original bill of complaint, in the name of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the words and figures following, to wit:

Bill.

To the honorable William Crawford, judge of the District Court of the United States, for the northern district of Alabama, sitting in chancery for said district.

Humbly complaining, showeth unto your honor your orators, Samuel Taylor, William Rainey, Alexander Rainey, and your oratrix, Elizabeth Rainey, all of whom are aliens, reside in Scotland, and are subjects of the Queen of the United Kingdom of Great Britain and Ireland—that one William F. Taylor, a native of Scotland, who died in Edgefield district, in the State of South Carolina, about the year 1811, and who was a naturalized citizen of the United States of North America, made his last will and testament, a copy of which is hereto annexed, marked "Exhibit A," which complainants pray may be taken as part of this bill. Said will was duly proved and admitted to record before the court of Ordinary, in the said district of Edgefield, on the eleventh day of August,

eighteen hundred and eleven, and Patrick McDowell, Duncan Matheson, William Ross and Samuel Savage, the executors therein named, on the day and year last aforesaid, duly qualified as executors, and took upon themselves the trust reposed in them by said will. By the provisions of said will, after the payment of sundry legacies, all of which your orators believe were paid, said testator "gave, granted, and devised all the remainder or residue of his estate, remaining after the payment of said legacies, to his brother Samuel Taylor, of the parish of Drumblait, and shire of Aberdeen, in Scotland, and to his sister Mary Taylor, of the same place, share and share alike, provided that both of them were alive at the time of his (testator's) decease, and have issue—which issue, after the respective deaths of said brother and sister, were to share the same equally; but if either should die without issue, then the survivor, or, if both should be dead, the issue of the said Samuel or Mary, to be entitled to the whole of the said remainder or residue of said estate, share and share alike. They show that the said residuary legatees were alive at the time of said testator's death; that they were both legally married, and by their respective marriages had issue; that said Mary is dead, and that complainants William Rainey, Alexander Rainey, and Elizabeth Rainey, are the issue and only children of the said Mary Taylor.

Complainants show that said executors, in their various transactions with said estate, executed their trusts severally. That said Mathieson and Ross departed this life, the former in eighteen hundred and twelve, and the latter in eighteen hundred and fifteen. That the principal part of the business appertaining to said estate in the State of Georgia, was under the management of the said McDowell, and that in South Carolina under the management of the said Samuel Savage. They further show that *that* the said Mathieson and Ross fully settled their accounts in their lifetime, and that the balances due by them have been fully settled and paid over by their executors to complainants.

Complainants further show that said testator having died in South Carolina, the large bulk of his estate was there; and that said Samuel Savage had it under his exclusive management and control.

Complainants further charge that a large amount of property, exceeding one hundred thousand dollars, of the estate of the said testator, went into the hands of the said Samuel Savage, fully fifty thousand dollars of which has never been accounted for. They charge that, at the time of said testator's death, said Savage was justly indebted to him on open account, as stated on the books of said testator, in the sum of seven hundred and eighty-nine dollars and seventy cents, which was never noticed in the inventory of said Savage, as returned to the court of Ordinary, in said district; and that he received cash on hand, at the time of said Taylor's death, the sum of six hundred and eighty-one dollars and seventy-five cents, no return of which was ever made by the said Samuel

Savage; and that the said Samuel fraudulently concealed said indebtedness, and the reception of said last-mentioned sum of money.

Complainants herewith file marked Exhibit B, which they pray may be taken as part of this bill, what purports to be an inventory and appraisement of the effects of said testator in South Carolina, from which it will appear that there are no returns of the said two debts and liabilities last mentioned, and from which it appears that there *is* no returns of debts due to said estate, although a large amount of debts due by bond, note, and accounts, came to the hands of the said Samuel.

Complainants charge that there is no account of sales returned to said court of Ordinary by said Savage. They charge that a large quantity of valuable land in South Carolina [was] sold by said executors, the proceeds of which, to the amount of several thousand dollars, went into the hands of the said Samuel, and have never been accounted for, and no return of the same made to said court of Ordinary.

Complainants show to your honor, that they have examined the records of the court of Ordinary of said district of Edgefield, and can find that no final settlement has ever been made in said court by the said Samuel Savage. The only partial accounts rendered by him are evidenced by transcripts herewith filed, marked 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, which are herewith exhibited, and prayed to be taken as part of this bill. The item in exhibit 10, of $10,037 55, alleged to have been paid to the attorney in fact of complainants, they allege to be untrue, and require proof of said payment, and of the authority of said Adam Hutchison to receive the same. Said exhibit 10 purports to be the last attempt of said Samuel to render any account; and from said exhibits last mentioned, it would appear, and complainants so charge the fact to be, that there was retained by said Samuel three thousand two hundred and thirty-two dollars and thirty-one cents, which he charges and wishes to retain for commissions and travelling expenses, without charging himself with any interest on the amount of money received by him, which alone would amount to the sum of five thousand dollars, up to the time when he alleges it to have been paid over by him to the legatees. This amount at least, with interest thereon to the present time, complainants claim as their undisputed right.

Complainants further charge, that in the year eighteen hundred and eighteen, said Samuel removed to the county of Maury, State of Tennessee. That in said year he went to the State of Kentucky, where the said William F. Taylor had lands to a large amount, and of great value. He then fraudulently represented himself to be the only surviving executor of the estate of said testator, although the said Patrick McDowell was still living; and, regardless of the provisions of the will of the said testator, which required his lands to be sold by his executors on a credit of one,

two, and three years, with securities and a mortgage on the premises sold, he, the said Samuel, sold for cash one thousand and fifty-nine acres of said land, belonging to said testator, for the sum of two thousand one hundred and eighteen dollars, all of which will more fully appear by reference to exhibits D and C, hereto annexed, and prayed to be taken as part of this bill. Said exhibits are copies of deeds executed by said Samuel, as surviving executor, to Alexander McDonald and others, and to Zachariah Peters and others; which said deeds are duly recorded in the proper office in Washington county, State of Kentucky, where said lands are situated.

Complainants charge that said lands were then worth eight dollars per acre, and would have sold for that amount if they had been fairly sold, according to the terms prescribed in said will of William F. Taylor; and they charge that said lands are now worth forty dollars per acre. Said Samuel, shortly after said sale, removed to Lauderdale county, Alabama, where he resided until his death, which occurred about the month of December, eighteen hundred and thirty-seven. He never made any return whatever of said sale, but, on the contrary, fraudulently concealed the same from complainants. They allege that their attorney in fact, William Primrose, called upon the said Samuel a few months before his death, and asked him if any thing had ever been done with said lands in Kentucky belonging to said estate, who fraudulently, and with a view to deceive him, and to keep said legatees in ignorance of his having sold part of them, answered that they were entirely unavailable, and had never been sold. This statement he continued to make, until said Primrose showed him the said exhibits D and C, when he confessed that he had sold them.

Your orators further show, that the said Samuel Savage having departed this life as aforesaid, George Savage, whom they pray to be made defendant hereto, hath become his personal representative, either as executor or administrator, and that he is a citizen of the State of Alabama, residing in the said northern district of Alabama.

Complainants further show, that the quantity of land actually embraced in said deeds above exhibited, marked C and D, was at least two hundred acres more than 1059 acres, which passed, however, by said deeds, as said tracts were therein described as four hundred acres, and six hundred and fifty-nine acres, more or less.

Complainants further show to your honor, that besides the lands above spoken of and described, said testator had at the time of his death, in the State of Kentucky, other lands to the amount of thirty thousand acres, more or less, of great value, to wit, of the value of five hundred thousand dollars; all of which could have been sold by said Samuel, or by proper diligence secured to said estate.

Your orators charge that said Samuel wholly neglected to attend to securing said last mentioned lands; and after they were secured by judgment at law in favor of said William F. Taylor, bills were

filed in chancery, by settlers thereon, against the unknown heirs of said Taylor, in the courts of Kentucky, and decrees were permitted to go in favor of said settlers, through the gross neglect of said Samuel, who never attempted to defend said suits: thus said lands are entirely lost.

In consideration of the premises, and for as much as your orators are without remedy at law, but can only be relieved in this honorable court, where matters of this sort are peculiarly cognizable, they pray that said defendant be compelled, on his corporeal oath, full, true, and perfect answers to make to all the foregoing allegations, as fully and particularly as if the same were herein again repeated, and he especially interrogated thereto. They pray that an account be taken of all the transactions of said Samuel, relative to his management of said estate, and that said defendant be decreed to pay the amount due by said Samuel on account of his said executorship. That said defendant be decreed to pay complainants either the actual value of the said Kentucky lands sold by said Samuel at the time of said sale, or their present value, as to your honor may seem just and equitable, with legal interest thereon. That said defendant be decreed to pay, out of the estate of said Samuel, the value of said Kentucky lands which were lost by the negligence of the said Samuel. And if complainants have mistaken the remedy to which they are entitled, they pray your honor to grant such other and further relief as is consistent with equity and conscience.

A. F. HOPKINS,
J. W. McCLUNG,
S. PARSONS,
Solicitors for Complainants."

(Endorsed)—" Filed 1st September, 1838.
B. T. MOORE, *Clk.*"

Exhibit A.—(*Exhibit A.*)

In the name of God, amen. I, William Forbes Taylor, of the district of Edgefield and State of South Carolina, being weak in body, but of sound and disposing mind, memory, and understanding—praised be God for the same—do make and declare this my last will and testament, in manner and form following, that is to say:

First, I do hereby order, will, and direct, that on the first day of January next after my decease, or as near that day as can conveniently be, *that* the whole of the property that I may die seized and possessed of, or may be anywise belonging to me, be sold on the following terms and conditions, that is to say: All the personal property on a credit of twelve months from the day of sale—purchasers giving notes of hand, or bonds, with security to the satisfaction of my executors; and all landed or real property belonging

or in anywise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instalments—purchasers to give bond, bearing interest from the date, with securities to the satisfaction of my executors, and moreover a mortgage on the premises.

Secondly. Whereas I have recently set my negro woman Sylvia free, and in that instrument have bound myself to pay unto her, or her order, one hundred dollars per annum during her natural life, I do hereby moreover give, grant, and devise unto her, the said negro woman Sylvia, one hundred dollars, to be paid to her, the said negro woman Sylvia, or her order, immediately, or as soon as possible after my death. And it is my earnest request, that my executors do pay the said negro woman Sylvia punctually, and that they pay some attention to prevent the infringements of her liberty and rights.

Thirdly. I give and devise Peter Morrison, who has lived with me for several years last past, four thousand dollars, to be paid to him out of the first money that may come into the hands of my executors, after paying the above mentioned one hundred dollars to Sylvia.

Fourthly. I give, grant, and devise unto my old negro man slave Dick, commonly called Dick Tash, his personal freedom, from and immediately after my decease, and that my executors do pay unto him, the said negro man Dick, one hundred dollars, as soon as may be thereafter.

Fifthly. I do hereby order, give, grant, and devise all the remainder or residue of my estate, which shall remain after paying the before mentioned legacies, to my dearly beloved brother, Samuel Taylor, of the parish of Drumblait and shire of Aberdeen, in Scotland, and to my beloved sister, Mary Taylor, of the same place, share and share alike; provided they shall be both alive at the time of my decease, and have issue, which issue, after their respective deaths, shall share the same equally; but if either the said Samuel Taylor or the said Mary Taylor shall die without issue, then the survivors, or, if both should be dead, the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall have the same, shall be entitled to the whole of the said remainder or residue of my said estate, share and share alike.

And sixthly, and lastly, I do hereby nominate, constitute, and appoint my friend, Samuel Savage, esquire, of the district of Abbeville and State of South Carolina, Patrick McDowell, of the city of Savannah and State of Georgia, merchant; Duncan Mattheson and William Ross, of the city of Augusta and State of Georgia, merchants—executors of this my last will and testament, hereby revoking and making void all former wills and testaments at any time by me heretofore made, and do declare this to be my last will and testament.

In witness whereof, I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand

and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and ten, and of the independence of the United States of America the thirty-fourth.

WM. F. TAYLOR, [L. S.]

In presence of
WM. HALL,
DOUGLASS HUFF,
Moss Ross.

(*Exhibit B.*)—Exhibit B.

A true and perfect inventory of the goods and chattels of William F. Taylor, deceased, taken the 30th day of September, 1811, by Stephen Garrett, Benj. Hightower, Alx'r Stewart, and John Gray, jr.

28 head sheep *a* $2, $56; 53 head of cattle *a* $6, $318 -	$374 00
1 yoke of black [and] white steers, $50; 1 do. brown do. $60; 1 old yoke do. $10 - - - -	120 00
80 head hogs, $160; 1 sorrel horse, $80; 1 ditto mare, $100; 1 bay horse, $40 - - - -	380 00
1 ditto do. $70; 1 sorrel do. $30; 1 bay do. $5; 8 mules *a* $75, $600 - - - - - - -	710 00
1 40 saw gin, $60; 1 old saw do. $5; 1 crowbar & spade $1 - - - - - - - -	66 00
1 pr. steel yards, $5; 1 still, containing 68 gallons, *a* $1 25, $85 - - - - - -	90 00
1 wagon, $75; 1 do. & hine gear, $100; 1 riding carriage and plated harness, $250 - - - -	425 00
20 moby stands *a* $1, $20; 1 dark-brown horse, $40; 1 black horse, $25 - - - - -	85 00
1 yoke oxen, $30; 1 ox cart, $10; 1 lot ploughs, $16; 1 do. carpenters' tools, $20 - - - -	76 00
5 reap hooks *a* 50 c.; 12 weeding hoes & 7 grubbing hoes, $10 - - - - - -	10 50
6 old axes & 3 iron wedges, $6 75; 10 pr. iron traces, $15; 3 lock chains, $5 - - - - -	26 75
1 small grind stone, 75 c.; 1 large do. $4; 3 scythes & cradles *a* $2, $6 - - - - -	10 75
1 cutting box, $5; 2 weeding hoes, 1 mattock, & two axes, $5 - - - - - -	10 00
10 bee hives, $2 20; 1 wheelbarrow, $1; 1 rake, spade, and garden hoes, $1 50 - - - -	22 50
1 horse cart & gear, $10; 1 lot rope, $12 50; 1 lot iron, $30; 150 lbs. steel, $30 - - - -	70 00
2 pr. steel yards and scale beam, $15; 1 large jackscrew, $10; 2 ps. cotton bagging, $35 - - -	60 00
4 share moles, 2 broadaxes, &c. $8; 1 fishing seine, $15	23 00
1 trunk twine, $18; 1 brass reddle, $1 25 - -	19 25

EXHIBIT B—Continued.

1 hhd. salt, $10, 8 doz. bottles & 4 jugs, $7; 4 kegs of tobacco, $20	$37 00
1 lot jugs of honey, $30; 3 funnels & 3 measures $3	33 00
200 galls. brandy and barrels, *a* 62½ c., $125; 10 gallons whiskey, *a* 50 c., $5	130 00
1 cask with Madeira wine, $15; 1 bar old iron, &c., $4	19 00
2 casks lime, $8; 1 lot wool, $6; 1 lot iron, $3	17 00
1 saddle & bridle, $30; 1 lot kitchen furniture, $18	48 00
15 Windsor chairs & 1 sopha, $22; 1 pr. round tables, $18; 1 do. do. $35	75 00
1 pine table, $1; 1 arm chair, $15; 1 easy ditto, $6	22 00
1 bedstead, matrass, and furniture, $35; 1 ditto ditto, $18	53 00
1 ditto & stead, $15; 1 small do. $10; 2 beds, $20	45 00
1 bathing tub, $5; 1 lot blankets, $18; 1 do. counterpaines, $8; 4 pr. sheets, $12	43 00
1 pr. looking glasses, $20; 1 thermometer, $15	35 00
16 pitchers, $16; 1 lot glass ware, $15; 1 do. China ware & teatray, $6	37 00
1 sideboard, $40; 1 case & bottles, $3; 1 lot knives & forks, dishes and plates, &c., $5	48 00
1 iron chest, $20; 1 shovel, tongs, & fire dogs, $12	32 00
4 candlesticks, snuffers, & tray, $3; 1 brace brass pistols, $30	33 00
1 brace iron pistols, with holsters, $20; 1 walnut desk, $15	35 00
1 secretary desk, $15; spyglass, $12; 2 pr. saddlebags, $4; 3 trunks, $7	38 00
2 guns, $30; 1 hammock, $5; 1 set money scales, $8	43 00
1 set books, $80; 1 black gamon box, $1; 1 bed pan, $2; 1 lot axes, grubbing hoes, &c., $20	103 00
1 old still, containing 60 galls., $70; 1 grindstone, $5; 1 ditto, $3	78 00
35 head hogs *a* $2, $70; 21 stacks fodder *a* $4 50, 94 50	164 50
8 new axes *a* $1 50, $12; 1 set blacksmith tools, $75	87 00
2000 feet sawed lumber, $20; 40 bales cotton, $960	980 00
6 kegs tobacco, $30; 18 head of goats, $18	48 00
1 negro fellow, Charles, $350; 1 do. Bartlett, $400	750 00
1 do. Jim, $300; 1 do. Cuff, $500; 1 do. Davy, $300	1100 00
1 do. Holloway, $500; 1 do. Pallet, $450; 1 do. Jack, $400	1350 00
1 do. Sam, $270; 1 do. Nelson, $300; 1 do. Romer, $300	870 00
1 do. Dick Hale (runaway), $200; 1 do. Bill, $300; 1 do. Abner, $300	800 00
1 do. Marcus, $350; 1 girl, Rinna, $275	625 00
1 girl, Teresa, $350; 1 ditto Rachael, $350	700 00

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EXHIBIT B—Continued.

1 negro fellow, Gabe, $400; 1 ditto Charles, $600 -	$1000 00
1 ditto Limas, $375; 1 do. Tom Sampson, $400 -	775 00
1 wench, Any, $200; 1 girl, Betty, and her 2 children, Sam & Eliza, $600 - - - - -	800 00
1 girl, Linda, and 4 children, Tom, Lucy, Maria, and George, $1000 - - - - -	1000 00
1 boy, John, $300; 1 pr. Truck wheels, $8 - -	308 00
1 silver watch, $25; ½ doz. silver spoons and tongs, $6 -	31 00
350 bus. corn *a* 43¾, $153 12½; 27 bales cotton, $100, 7 00, 56¼ - - - - - - -	720 12
3 bbls. shad *a* $12, $36; 7 barrels flour *a* $6, $42; 1 pr. pistols, $10 - - - - - -	88 00

(*Exhibit No* 1.)—Exhibit No. 1.

Dr. *The estate of William F. Taylor, deceased, in account current with Samuel Savage, executor.* Cr.

1811.			
Aug. 22		To cash paid—my expenses with Capt. Taylor's boy going to Edgefield -	$3 37½
Sept. 27		To cash paid—my expenses going down to have the property appraised -	5 50
Oct. 3	V	To cash paid E. Bacon - -	1 00
1812.		Cash paid—my expenses going down to	
Jan. 17		the sale; gone 14 days - -	12 00
April 1	V	Do. paid Isaac Randolph my expenses at spring term, 1812 - - -	5 25
"		Do. my expenses going and returning -	1 75
Mar. 31	V	Paid printer for advertising sale - -	47 12½
"	V	Paid tax for year 1811 - - -	15 43¾
30	V	Paid Thomas Webster - - -	26 50
"	V	Do. paid do. his part of the crop of cotton made 1811 - - -	96 70
July 6		Ditto paid my expenses to Augusta on business of the estate - - -	8 00
2	V	Ditto paid for blank mortgages - -	1 50
			$224 13¾
		E. excepted. SAMUEL SAVAGE, *Ex'or.*	
Aug. 26		By cash received of the estate - -	$206 00
Oct. 3		" from E. Branon - -	5 00
30		" from J. Randolph -	15 00

EXHIBIT No. 1—Continued.

1812.		
Jan. 21	By cash received of Wm. Garrett - -	$42 66
"	" of David Barnett - -	50 00
"	" of James Mosely - -	18 00
24	" of Thos. H. Howle -	5 00
Mar. 30	" of Thos. Webster -	123 20
"	" of Allen Robertson -	5 00
"	" of Alx'r Stewart - -	20 00
"	" of Stephen Garrett -	145 67
"	" of John Swillivan -	30 00
"	" of John Hammond -	30 00
31	" of Wm. Garrett - -	100 00
"	" of D. & J. Oliver's note -	200 00
April 1	" of Benj. Hightower, esq., in part of notes put in his hands to collect	20 00
July 3	By cash received of Wm. Han, the first payment of his land - - - -	322 31
"	By cash received of do. do., his note due next January - - - -	11 00
25	Received of Thomas Cobb on account of an execution - - - -	387 00
"	Wm. F. Taylor *vs.* Charles Martin, of the estate of Donald Fraser, deceased -	26 65
		$1762 49
	Deduct amount bro't from other side -	224 13¾
		$1538 35¼
	To my commissions on $224 13¾ Paid away 2½ per cent. - - -	5 50
	To my commissions on $1762 49 Money collected - - - -	44 06
		$49 56
1812.		
Aug. 3	V paid Wm. Noble, esq., as per rec't $2 25	
	SAM. SAVAGE, *Ex'or.*	
	Balance bro't forward - - -	$1538 35¼
	Amount bro't from other side - -	49 56
	Due the estate - - - -	$1488 79¼
	E. excepted. SAM. SAVAGE.	
	Deduct - - - - -	2 25
	Due the estate - - - -	$1486 54¼

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The within examined and sworn to the 22d day of August, 1812, and find vouchers for every item noted with the letter V near the left-hand margin.

JNO. SIMKINS, *O. E. D.*

South Carolina, *Edgt. District:*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal this 23d January, 1837.

O. TOWLES, *O. E. D.* [L. S.]

(*Endorsed.*)—This account current received in the Ordinary's office, on the oath of Sam'l. Savage, executor, the 22d day of August, 1812.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 2.)—Exhibit No. 2.

Dr. *The estate of William F. Taylor, deceased, in account current with Samuel Savage, Ex'or.* Cr.

1812.			
Aug. 22	V	To cash paid John Simkins - -	$5 37½
"		To my expenses going to Edgefield to return my first account - -	3 25
Dec. 14		To my services & finding my own horses a journey to Kentucky on business of the estate, where the estate has thirty-four law suits depending for 4400 acres of land - - - -	300 00
"		Back on business of the estate, as per	
1813.		bill, absent 40 days - - -	117 43¾
Feb. 8	V	To cash paid James Wardlow, as per receipt - - - -	15 09
"		To ditto paid my expenses to Edgefield and Augusta on the estate's business	10 00
March 3		To cash paid my expenses to Edgefield court house; gone 5 days - -	5 50
1	V	To cash paid Peter Robertson his accs.	33 50
29	V	To ditto paid Edward Collier - -	5 00
"	V	To ditto paid Wm. Pond - -	3 00
"		Amt. Wm. Ross' receipt given to Wm. Pond for money he received which I held Pond's note for, which he (Mr. Ross) has passed to the credit of the estate - - - -	36 00
30	V	Cash paid Robert Key - - -	11 87½
"	V	Ditto paid Le Roy Hammond, junr. -	8 25
31		Cash paid my expenses at March term, 0813, at Edgefield - - -	5 25

EXHIBIT No. 2—Continued.

1813.			
Mar. 31		My expenses going to the same court & returning home - - -	2 00
			$561 52¾
June 13	V	Cash paid B. C. Yancy - -	55 00
			$616 52¾
1812.			
Aug. 22		By balance due estate as per my last return	$1486 54¼
"		By cash received of Wm. Morgan, note & interest - - - - -	75 50
Sept. 6		By cash rec'd of H. Davis - - -	29 34
Oct. 24		of Walter Abney and others, ditto -	258 39
1813.			
Feb. 3		of Britton Mims, on his bond -	37 59
"		of Jno. Sullivan, bal. of his note -	25 62½
4		of Jno. Grumbles, in part of bond -	31 00
"		of Col. Hammond, on ditto -	21 75
"		of Musco Livingston, on ditto -	100 00
6		of Benjamin Davis on note -	4 25
"		of James Scott, his note -	51 00
"		of Thomas McKie, on bond -	690 00
"		of William Quarles, on do. -	2 00
March 1		of Lewis Holliday, his ditto	30 00
"		of William Morgan, on bond -	45 16
"		" " on his note -	14 00
"		of John Delaughter, on bond -	14 67
"		of Simeon Clements' note -	5 62½
"		of Thomas McKie's bond -	110 00
"		of William Evans, on do. -	15 00
"		of Jno. Wootten, on do. -	130 00
"		of B. & L. Gardner, 2 notes -	30 00
"		of Thomas Webster's note -	20 00
"		of Benj. Hightower's note -	4 00
"		" " on bond -	100 00
"		of John Key, on ditto -	200 00
"		of Peter Robertson, on do. -	33 50
"		of Thomas Key's note -	10 25
"		of Joshua Key's note -	5 81¼
29		of Wm. Pond, as per Ross' receipt -	39 00
"		of James Jones' note -	4 12½
"		of James Pauton's bond -	38 93
			$3047 43¼

EXHIBIT No. 2—Continued.

	Amt. brot. forward - - - -	$616 52¼
	Amt. of my commissions on rec'd, and paid out at 2½ per cent. - - -	118 24¼
		$734 78
Mar. 29	By Moses Tullis, on bond - -	$90 00
"	Wm. Olds, do - -	110 25
"	Jno. Curry, do - -	50 00
"	Jno. Torrence, on note - -	6 00
"	J. H. Bussey, do - -	10 18¾
"	Jno. Hammond, do - -	2 50
"	Thomas McKie, on bond - -	170 00
30	Col. LeRoy Hammond, on bond -	157 50
"	William Garrett, on note - -	153 60
"	Hampton & Hunter, on note - -	50 00
"	John Gray, senr., on bond - -	73 74
"	James Moseley, on note - -	12 50
"	Robert Key, on account - -	12 75
"	John Key, on bond - - -	200 00
"	John Grumbles, on note - -	4 88
"	Robert Hardy, do - -	7 00
"	F. Hill, do - -	8 00
"	L. L. Hammond, do - -	4 56¼
"	Do on bond - -	60 00
"	D. &. S. Oliver, on note - -	150 00
"	LeRoy Hammond, jr. - -	18 22
31	Isaac Randolph, on note - -	69 83
"	Do do bond - -	130 17
May 6	R. Frasers, on note - - -	5 00
"	Musco Livingston, on bond - -	100 00
7	Jno. Cook & Button Mims, on bond -	31 00
13	Benjamin Grumbles, on bond - -	20 00
"	William Olds, on bond - -	235 00
14	E. Doolittle, on note - - -	7 00
"	Charles Hammond, on note - -	13 25
"	John Key, on bond - - -	270 00
June 15	Jno. Jeter, the case ex'ors of Taylor *vs.* Addison and Reed - -	24 00
		$5,900 28
	Deduct amount from other side -	734 78
	Due the estate - - -	$5,165 50

The within examined and sworn to, 2d day of August, 1813, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SAM'L SAVAGE, *Ex'or.*

SOUTH CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current received in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 2d day of August, 1813.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No. 3.*)—Exhibit No. 3.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, ex'or.* CR.

1813.				
Aug. 2	V	To cash paid John Simkins - -		$1 18¾
"	V	Stanmore Butler -		5 50
"	V	John S. Jeter, esq. -		6 43¾
"	V	John Bartee - -		15 50
"	V	William Morgan -		38 88½
"		To my expences going to Edgefield c't house, while there, and returning -		8 50
				76 01
		My commission on -	$76 01	
		Do do -	2,554 04	65 75
			2,630 12	
		At 2½ per cent., is $141 76 -		$141 76
1813.				
Aug. 2		By balance due the estate, as per my last account - - - -		$5,165 50
"		By cash received of John Key - -		180 00
"		John Curry -		83 97
"		Michael Shanon -		2 62½
"		John Bartee -		20 75
"		Hunter & Hampton		70 91½
"		William Morgan -		38 88½
"		William Hardin -		8 87½
"		James F. Adams -		8 98
"		Thomas Webster -		69 37½

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EXHIBIT No. 3—Continued.

Aug. 2	By cash received of Mintor & Terry -	$42 72
"	James Jones -	79 00
"	Addison & Reed -	45 00
Oct. 4	John Morgan -	24 20
Nov. 25	Moses Tullis -	123 50
Dec. 7	William Garrett -	1,118 24
"	Alex'er Edmonds -	7 25
31	Rich. Quarles, small note - -	49 70
1814.		
Jan. 4	Thos. McKie -	286 00
Feb. 16	Sam'l Savage -	24 00
14	Murphy Keeblys -	270 12½
		$7,719 61
1814.	To amount brought forward - -	$141 76
Mar. 25	my commission on $322 75, at 2½ per cent, is - - - -	8 06
		$149 82

SAM. SAVAGE, *Ex'or.*

	Amount brought forward - -	$7,719 61
1814.		
Mar. 25	By cash received from E. & John Middleton's note - - - -	122 75
"	By cash rec'd from D. & S. Oliver, note -	200 00
		$8,042 36
	Deduct amount from the other side -	149 82
	Due the estate - - -	$7,892 54

The within examined and sworn to, the 7th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current received in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 7th day of April, 1814.
JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 4.)—Exhibit No. 4.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, executor.* CR.

1814.			
April 8	To cash paid Jno. Gray, jr., as per his account rendered - - -		$40 00
	To my expenses in going to Edgefield court, April term, 1814, also to Augusta		10 00
7	To cash paid Edmunds, his account and order in favor of Wm. Garrett -		10 00
Nov. 4	To cash paid Wm. Covington, expenses going to Edgefield court on business of the estate - - - -		4 00
			$64 00
	Paid out - -	$64 00	
	Received - -	1,935 62	
	My commission on this sum -	$1,999 62	
	At 2½ per cent., is - - -		49 99
			$113 99
	SAM. SAVAGE, *Ex'or.*		
1814.			
April 6	By balance due the estate, as per my account returned - - -		$7,892 54
"	cash received of Jno. Delaughter and int. - - - -		31 42
7	John Cook's note - - -		10 00
"	Thomas H. Howk - - -		18 80
"	D. & S. Oliver - - -		50 00
"	John Gray, jr. - - -		28 62
"	William Morgan - - -		50 00
9	Lewis Hammond - - -		78 30
"	Major Thorn - - -		11 87
10	M. Livingston - - -		100 00
"	Robert Livingston - - -		12 00
"	Do do on bond - -		108 75
"	Wm. Morgan - - -		48 61
"	Ostin Bunch - - -		8 50
11	Benj. Bunch - - -		2 00
June 13	Daniel Day - - -		32 41

EXHIBIT No. 4—Continued.

June 13	By Thomas Marbury - - -	$54 50
14	D. & S. Oliver - - -	45 81½
Nov. 4	Received by the hands of Wm. Covington, from the sheriff of Edgefield district, executor of Taylor *vs.* Wooten, M & Day - - - -	365 00
1815.	Same *vs.* C & Johnson - -	72 93
	By cash sent by J. S. Jeter - -	50 00
Jan'y 1	Received in the case executors Taylor *vs.* F. Reynolds - - - -	600 00
17	By cash received in the case executors of Taylor *vs.* J. Bulluck - - -	156 00
		$9,828 16½
	Deduct amount from the other side -	113 99
	Balance due the estate - -	$9,714 17½

The within examined and sworn to, the 3d day of April, 1815. No vouchers.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current received in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 3d day of April, 1815.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No. 5.*)—Exhibit No. 5.

DR. *The estate of Wm. F. Taylor, deceased, in account current with Sam'l Savage, executor.* CR.

1815.			
April 3	V	To cash paid J. Simkins, as per receipt	$2 37½
"	V	Wm. Nibbs, as pr. receipt	15 00
11		To my expenses going to, and attending Edgefield court, and to Augusta	12 00
			$29 37½

EXHIBIT No. 5—Continued.

	My commissions on this am'nt paid out - - -	$29 37½	
	My commissions on the am'nt received - - -	3,076 09	
		$3,105 46½	
	Commissions 2½ per cent., is -		$77 62
			$106 99½

SAM. SAVAGE, *Executor.*

	By balance due the estate, as per my last account returned - - -		$9,714 17½
1815.			
April 3	cash received Benj. Grumbles -		30 00
4	In the case Ex'ors *vs.* F. Reynolds -		127 00
"	By cash received of Benj. Hightower -		200 00
"	Wm. Halls - -		250 00
"	Wm. Morgan -		50 82
"	Do do -		10 00
7	A. Stewart - -		200 00
8	Charles Randolph -		9 00
May 15	Wm. Williams, bond		30 00
June 10	B. C. Yancy and int.		451 42
"	By cash of B. C. Yancy, att'y, collected from Day & Scott - -		700 00
Oct. 30	W. Hall, bond and interest -		151 50
"	Isaac Randolph paid Capt. Hammond		200 00
"	John Key on 20th May, 1815.		200 00
"	Do in full - -		191 34
"	John Gray, note and int. -		133 42
31	E. Howard et al., two notes and interest - -		17 55
"	A. Dubose, note and interest		18 54
"	J. Livingston, small note and interest		5 50
"	A. Stewart - - -		100 00
			$12,790 26½
	Deduct amount from the other side -		106 90½
	Due the estate - - - -		$12,683 27

The within account examined, sworn to, and passed, the 31st day of October, 1815, and find vouchers for the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District:*

I certify the within to be a true copy of the original return, as remains on record in my office.

Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—The within account current received in the Ordinary's office, on the oath of Sam'l Savage, executor, the 31st day of October, 1815.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 6.)—Exhibit No. 6.

DR. The estate of Wm. F. Taylor, deceased, in acc. current with Saml. Savage, Ex'or. CR.

1815.				
Oct. 31	V	Cash paid J. Simkins as per receipt		$1 18¾
		My expenses going to and attending Edgefield court and returning (October term, 1815,) - - -		5 00
1816.				
Feb. 5	V	Cash paid to M. Mims - -		22 17
Feb. 12		My expenses to Edgefield court house and Augusta on business of the estate, 9 days - - -		21 75
Mar. 19	V	Cash paid the taxes of the estate as per receipt - - - -		55 00
		My expenses at Abb. court, March term, on business of the estate -		5 00
			$3,607 28	110 10¾
			110 10¾	
		My commissions on	$3,717 38¾	
		at 2½ per cent. is - - -		92 93
				203 03¾
		SAM. SAVAGE, *Executor.*		
1815.				
Dec. 6		By cash rec'd of B. Grumbles per M. Mims		50 00
24		J. C. Mayson et al. on an execution - -		500 00
1816.				
Jan. 16		W. Nibbs, esq. in full of Bostick's note and int. - - - - -		131 00

EXHIBIT No. 6.—Continued.

Feb.	By cash rec'd of B. Hightower - -	$100 00
5	in the case against W. W. Williams - -	20 40
"	B. Grumble's bond & int.	162 65
6	J. Cook's note and int.	33 71
"	sheriff in the A. Dubose and Tullis - -	1,000 00
"	J. S. Jeter on W. and Robt. Samuel case - - - -	120 00
9	Muscoe and R. Livingston - -	100 00
10	W. W. Olds - - - -	110 00
"	Stephen Garrett's note and int. -	35 70
16	Samp. Butler and J. Power's bond and interest - - - -	501 82
Mar. 19	W. Evans - - - -	15 00
"	J. S. Jeter, esq. the bal. of W. and Robt. Samuel's bond and interest	207 00
"	Nelson P. Jones's note - -	50 00
"	In part of the execution vs. J. C. Mayson et al. - - - -	450 00
"	B. C. Yancy the bal. on Day and Scott's bond - - - -	20 00
		$3,607 28
	Deduct amt. from other side - -	203 03¾
		$3,404 24¼
	Balance of my last account - -	12,683 27
	Due the estate - - -	$16,087 51¼

So. Carolina, *Edgt. District.*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal, the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd. in the Ord'y's office on the oath of Saml. Savage, Ex'r., the 26th March, 1816.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 7.)—Exhibit No. 7.

Dr.		The estate of Wm. F. Taylor, dec'd., in account current with Samuel Savage, Ex'or.		Cr.
1816.				
Feb. 9	V	To cash pd. Samuel Taylor under a compromise in the presence of Nicholas Ware and R. R. Reid, esqrs. of Augusta - - - -	$5,300 00	
Mar. 26	V	Cash paid John Simkins as per receipt	1 18¾	
"		Cash paid Saml. Taylor under the same compromise in the presence of Christian Breithanpt and Wm. Thomas, esqrs. - - - -	4,700 00	
	V	To cash retained in my hands (in favor of my son as per Saml. Taylor's letter to me,) with the interest from the 21st of January, 1812, (being the date of the sale of said estate,) to the present date, viz. 4 years and 2 months - - - -	520 38	
27	V	To cash paid J. Hatcher per receipt -	20 55	
		To cash paid my expenses going to Edgefield court, March term, 1816	6 00	
July 19	V	To cash paid Wm. Shaw, (the amt. of which remained in the hands of Wm. Taylor, dec'd., adm'r. of the estate of Dr. Hudson,) after paying Mrs. Shaw's note (formerly Mrs. Hudson	241 50	
		Amount carried over - - -	$10,789 61¾	
		Amount brought forward - -	$10,789 61¾	
		To my commissions on ten thousand seven hundred and eighty-nine dollars sixty-one and ¾ cts. at 2½ per cent on moneys paid out - -	269 74	
		Ditto, ditto, commissions on $3,394 60½ cts. moneys rec'd at 2½ per ct. -	84 86	
			$11,144 21¾	
		SAM. SAVAGE, *Ex'or.*		
1816.				
Mar. 26		By balance due the estate as per my last return - - - - -		$16,087 51¼

EXHIBIT No. 7.—Continued.

Mar. 26	By cash received in part of the execution vs. Dubose and Tullis - - -	$185 00
"	By ditto, ditto, of Benjamin Hightower the balance of his bond and interest -	205 00
	By ditto, ditto of A. Stewart's note and interest - - - - -	91 50
27	By cash rec'd of Isaac Randolph, part of his bond - - - -	272 50
"	By cash received of Hancock and Hardy the balance of their note and interest	31 48
"	By cash rec'd the interest of Wm. Evan's note - - - - -	3 25
"	By cash rec'd of J. Hatcher - -	15 00
"	By cash rec'd of Wm. Owld's the balance of his bond and interest - -	1,473 00
"	By cash rec'd of C. Breithanpt's bond compromised with Saml. Taylor - -	500 00
July 19	By cash rec'd of Wm. Shaw in part of his bond - - - - -	241 50
Oct. 24	By ditto of Wm. Shaw by the hands of B. F. Whitner, esq. in part of his bond -	200 00
25	By ditto of James Ross in part of his note	43 00
Nov. 3	By cash rec'd from the sheriff of Edgefield district, the amount of Thomas and Bussey's note and interest - -	73 37½
4	By cash received of the sheriff aforesaid in part of the case of the Ex'or vs. Dubose and Tullis - - -	60 00
	Amt. carried over - - -	$19,482 11¾
	Amount brought forward - - -	$19,482 11¾
	Deduct amount from the other side -	$11,144 21¾
	Balance due the estate - - -	$8,337 90

The within examined and sworn to the 3rd day of February, 1817, and find vouchers for every item noted with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

So. Carolina, *Edgt. District.*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal, the 23d January, 1837. O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This account current rec'd in the Ordinary's office on the oath of Saml. Savage, ex'or., the 3d day Feb'ry., 1817.
JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 8.)—Exhibit No. 8.

DR. The estate of Wm. F. Taylor, dec'd, in account with Sam'l Savage, Ex'or. CR.

1818.			
Feb. 3	V	To cash paid J. Simkins - - my expenses going to Edgefield court and returning -	$1 12½ 13 50
	V	Taxes for the year 1816 - -	22 22
		My commissions on $698 25 at 2½	16 95
			53 79½
		SAM. SAVAGE, *Executor.*	
1817.			
Feb. 3		By bal. due the estate as per my last return - - - - -	$8,337 90
4		Cash rec'd from Isaac Randolph the balance of his and interest - -	467 11
16		Rec'd of Nelson P. Jones in part note	60 00
		Balance of James Ross's note and interest - - - - -	24 30
1818.			
Jan. 12		Of the sheriff for J. Martin in part of J. S. Glascock's bond - - -	90 00
			$8,979 31
		Deduct amt. from the other side -	53 79½
			$8,925 51½

The within examined and sworn to, the 2nd February, 1818, and find vouchers for every item noted with the letter V near the left hand margin. JOHN SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District.*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d January, 1837. O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd in the Ordinary's office on the oath of Saml. Savage, ex'or, the 2nd day of February, 1818.
JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 9.)—Exhibit No. 9.

DR. The estate of Wm. F. Taylor, dec'd, in account current with Samuel Savage, Ex'or. CR.

1818.			
Feb. 2	V	To cash pd. J. Simkins - -	$1 12½
		My expenses in going to Edgefield ct. house - - -	14 50
10			
"	V	pd. Wm. Lomax - - -	25 00
"	V	Geo. Bowie - - -	10 00
"	V	Alexd. Bowie - -	20 00
Mar. 10	V	Thomas Herron - -	7 00
	V	M. Mims as per rec't. -	5 00
		Commissions on $1,237 75 at 2½ pr. ct.	30 94
			$113 66½

SAM. SAVAGE, *Executor.*

1818.		
Feb. 3	By balance due the estate as per my last return - - - - -	$8,925 51½
"	Cash rec'd in part of the case against Mayson and Gonedy - -	431 00
"	E. Branon's note - - -	12 00
"	J. Talbert's note and int. - -	21 18¾
5	R. Quarles' bond - - -	500 00
	T. Herron's note - - -	7 00
Mar. 9	The interest on R. Quarles' bond -	128 87½
10	Balance of the case vs. John S. Glascock, jun. - - - -	37 06¼
"	Wm. W. William's bond and interest	18 00
		$10,080 64
	Deduct the amt. from the other side	113 66½
		$9,966 97½

The within examined and sworn to, the 11th March, 1818, and find vouchers for every item noted with the letter V near the left hand margin. JNO. SIMKINS, *O. E. D.*

So. CAROLINA, *Edgt. District.*

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d January, 1837. O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd in the Ord'y's office on the oath of Saml. Savage, Ex'or, the 11th March, 1818.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 10.)—Exhibit No. 10.

Dr.		The estate of Wm. F. Taylor, dec'd, in account current with Saml. Savage, Ex'or.	Cr.
1818.			
Mar. 11	V	To cash paid Ordinary - -	$1 75
	V	Cash paid Butler and Brooks -	23 62½
	V	Cash paid Butler and Hammond -	16 00
14	V	Cash paid James Day - -	2 50
		Expenses to Edgf'd c. h. and to Augusta - - -	25 25
22	V	Cash paid M. Mims, clerk, &c.	
	V	for costs - - -	17 18¾
		Cash paid the clerk - -	1 56¼
			$87 87½
		My commission on $10,393 42½ at 2½ per cent. - - - -	259 82
			$347 69½
		Ditto on $87 87½ is - -	2 18
			$349 87½
	V	Cash paid the Ordinary - -	1 18¾
		Expenses at Edgefield ct. house -	5 00
April 22	V	Cash paid Adam Hutchison, att'y, for the parties interested - -	10,037 36¼
			$10,043 55
		SAM. SAVAGE, *Executor.*	
1818.			
Mar. 14		By balance due the estate as per last return - - - - -	$9,966 97½
		Cash rec'd of adm'rs L. Hammond -	1 80
		Ditto rec'd of adm'r Wm. Hall, it being the last of his bond and int., after deducting $200 under a compromise of a land case - - - -	246 45
			$10,393 42½
		Deduct amt. from the other side -	349 87½
			$10,043 55
		Account balanced - - -	$10,043 55

This acc. current rec'd in the Ordinary's office on the oath of Saml. Savage, exc'r, the 22d April, 1818, and find vouchers for every item marked with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgt. District.*

By O. Towles, Ord'y of said district, I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d day January, 1837.

O. TOWLES, [SEAL] *O. E. D.*

Endorsed: This account current rec'd in the Ordinary's office on the oath of Sam'l. Savage, Ex'or, 22d April, 1818.

JOHN SIMKINS, *O. E. D.*

(*Exhibit D.*)—Exhibit D.

This indenture made and entered into this 21st day of July in the year of our Lord one thousand eight hundred and eighteen, between Samuel Savage, surviving executor of the last will and testament of William Taylor, deceased, the said Samuel Savage, of Murry county, State of Tennessee, of the one part, and Zachariah Peter, Simon Peter, Millbourn Hogg, and John Peter, of the county of Washington and State of Kentucky, of the other part, witnesseth, that the said Samuel Savage, executor as aforesaid, for and in consideration of the sum of eight hundred dollars to him in hand paid, the receipt whereof he doth hereby acknowledge, and being authorized so to do, as by the said will and testament of the said William F. Taylor, deceased, recorded in the Ordinary office of Edgfield district, in the State South Carolina, will more fully appear, hath granted, bargained, and sold, and doth hereby grant, bargain, sell, and convey by this his quit claim deed, to the *the* said Peters and Hogg, a certain tract, piece, or parcel of land, situate, lying, and being in the aforesaid county of Washington and State of Kentucky, and on the waters of Long Lick Creek, containing four hundred acres, beginning at maple and beech, northwest corner of Joseph Trotter, 2,000 acre survey; thence north 84 west, 28 poles to two dogwoods and beech; thence north 48 west, 61 poles to a small gum and sugar tree; thence north 20 poles to a sugar tree on the bank of a branch; thence north 26 west, 203 poles to three beeches; thence N. 30 E. 260 poles to an ash and two beeches; thence N. 85 east, 205 to a white oak and beech; thence south 30 west, 554 poles to the beginning. To have and to hold the same to the said Zachariah Peter, Simon Peter, and Millbourn Hogg, and John Peter, and their heirs and assigns forever, from the claim or claims, or hindrance or molestation of the said Samuel Savage, executor as aforesaid, or any other person or persons claiming or to claim the same by him, through or under the said William F. Taylor, deceased.

In testimony whereof, the said Samuel Savage, surviving executor as aforesaid, hath hereunto set his hand and affixed his seal, this day and date above written.

SAMUEL SAVAGE, [SEAL.]
Executor of Wm. F. Taylor.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court, do hereby certify that, on the day of the date hereof, this indenture was acknowledged before me in my office, by the within named Samuel Savage, executor of William F. Taylor, deceased, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand this 21st day of July, 1818.

JOHN HUGHES, Jr.

THE COMMONWEALTH OF KENTUCKY,
and County of Washington, sct:

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that the within and foregoing contains a true and complete copy of the deed therein named, from the record of my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Springfield, this 7th day of December, 1836, and in the 45th year of the commonwealth.

[L. S.]

WM. B. BOOKER, *Clerk, was County Clerk.*

WASHINGTON COUNTY, KENTUCKY:

I, Lloyd Ray, eldest and presiding justice of the peace within and for said county, do certify that William B. Booker, whose name is attached to the above and foregoing certificate, is, and was at the time of signing the same, clerk of the Washington county court, and that full faith and credit is due and ought to be given all his official acts as such.

Given under my hand this 7th day of December, 1836.

LLOYD RAY, *J. P. W. C.*

(Exhibit C.)

This indenture made and entered into this 21st day of July, anno domini one thousand eight hundred and eighteen, between Samuel Savage, surviving executor of the last will and testament of William F. Taylor, deceased, of the county of Murry, in the State of Tennessee, of the one part, and Alexander McDonald, James Joseph Griffin, Elizabeth, Mary, and Eursley McDonald, heirs and legal representatives of Richard McDonald, deceased, of the county of Washington and State of Kentucky, of the other part, witness-

eth, that the said Samuel Savage, executor as aforesaid, for and in consideration of the sum of one thousand three hundred and eighteen dollars, to him in hand paid by the said Alexander McDonald and Richard McDonald, heirs, the receipt whereof he doth hereby acknowledge, and being authorized so to do by the last will and testament of the said Wm. F. Taylor, recorded in the Ordinary's office, Edgefield district, State of South Carolina, will more fully appear, have granted, bargained, and sold, and doth hereby grant, bargain, sell, and convey by this his quit claim deed, to the said Alexander McDonald, and the said heirs and legal representatives of Richard McDonald, deceased, a certain tract, piece, or parcel of land, situated, lying, and being in the aforesaid county of Washington and State of Kentucky, on the waters of Long Lick Creek, containing six hundred and fifty-nine acres, be the same more or less, and bounded by Abraham Buford acre survey on the north, and on the south and east by Trotter's surveys, as more fully here described, viz: containing seventy-nine acres on which Thomas Cull now lives, one hundred and eighty acres on which William Shoemaker now lives, thirty acres on which Zachariah Peter now has a farm and crop growing, two hundred acres on which the widow of Azariah Lewis, deceased, now lives, all which tracts added together making the quantity of six hundred and fifty-nine acres, to have and to hold the same, and the said Alexander McDonald, and the aforesaid heirs of Richard McDonald, deceased, and their heirs and assigns forever, free from the claim of the said Samuel Savage, executor as aforesaid, and free from the claim or claims, let, hindrance, or molestation of any other person or persons claiming or to claim the same from, by themselves, or under the said William F. Taylor, deceased.

In testimony whereof, the said Samuel Savage, surviving executor as aforesaid, hath hereunto set his hand and affixed his seal, this date above written.

SAM'L. SAVAGE, [SEAL.]
Executor of Wm. F. Taylor.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby certify that on the day of the date hereof, this indenture was acknowledged before me in my office, by the within named Samuel Savage, executor of William F. Taylor, deceased, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand this *this* 21st July, 1818.

JOHN HUGHES, Jr.

THE COMMONWEALTH OF KENTUCKY,
Washington county, sct:

I, William B. Booker, clerk of the county court for the county

aforesaid, do certify that the within and foregoing contains a true copy, from the records of my office, of the deed named therein.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, this 7th day of December, [L. S.] 1836, and in the 45th year of the Commonwealth.

WILLIAM B. BOOKER,
Clerk Washington County Court.

WASHINGTON COUNTY, KENTUCKY:

I, Lloyd Ray, eldest and presiding justice of the peace within and for the county aforesaid, do certify that William B. Booker, whose name is attached to the above and foregoing certificate, is, and was at the time of signing the same, clerk of the Washington county court, duly elected and qualified as such, and that full faith and credit is due and ought to be given to all his official acts as such.

Given under my hand this 7th day of December, 1836, and in the 45th year of the Commonwealth.

LLOYD RAY, *J. P. W. C.*

And afterwards, to wit, on the eighth day of September, in the year of our Lord one thousand eight hundred and thirty-eight, was issued a subpœna in said cause, in the words and figures following, to wit:

(*Subpoena.*)—The Subpœna.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you to summon George Savage, who is a citizen of the State of Alabama, residing in the northern district thereof, to be and appear before the judge of the district court of the United States for the northern district of Alabama, at the next term thereof, to be held at the court house in the town of Huntsville, in said district, on the fourth Monday in November next, to answer a bill of complaint, in chancery, preferred against him by Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, all of whom are aliens, residing in Scotland, and are subjects of the Queen of the United Kingdom of Great Britain and Ireland, a copy of which bill of complaint you will deliver to the said George Savage. Herein fail not, and have then there this precept.

Witness the Hon. William Crawford, judge of the district court of the United States, as aforesaid, this eighth day [L. S.] of September, A. D. eighteen hundred and thirty-eight, and of American independence the sixth-third.

Issued the eighth day of September, 1838.

Attest: B. T. MOORE,
Clerk of said District Court.

Marshal's Return.

(Endorsed.) Executed 13th October, 1838.
BENJAMIN PATTESON,
Marshal of the northern district of Alabama.
By his deputy, JOHN DOE.

Order for Atta., &c.

And afterward, to wit, on the twenty-seventh day of November, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in November, in the year of our Lord one thousand eight hundred and thirty-eight. "On motion, and it appearing to the satisfaction of the court, that the subpœna has been served on the defendant herein, more than thirty days previous to the commencement of this term of said court; and by consent, it is ordered, that unless said defendant answer within the space of seventy days from the rise of this court, an attachment be issued to compel him to answer, &c."

And afterward, to wit, on the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and thirty-nine, was filed the answer of said respondent to said bill of complaint, in the words and figures following, to wit:

Respondent's answer to the original bill.

(The answer of said respondent.) The answer of George M. Savage, to the bill of complaint of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, heretofore filed against him in the district court of the United States for the northern district of Alabama, sitting in chancery for said district. This defendant, saving and reserving the benefit of all exceptions that can or may be taken to said bill, for answer thereto, or to so much thereof as he is advised it is material for him to answer, says: that he supposes it to be true that the said William F. Taylor, who was a native of Scotland, died in Edgefield district in the State of South Carolina, about the time mentioned in the bill, but whether the said William F. Taylor was a naturalized citizen of the United States of North America, this defendant is utterly ignorant, and if it shall be material for his defence, requires strict proof thereof. Also, he supposes it to be true that the said William F. Taylor made his last will and testament, and that Exhibit A is a copy of the same, and that it was duly proved and admitted to record before the court of Ordinary in the said district of Edgefield, on the day mentioned in the bill; and that Patrick McDowell, William Ross, Duncan Matheson, and Samuel Savage, the executors named therein, duly qualified, and took upon themselves the execution of the trusts confided to them in said will, so far, only, as the same could or was to be executed in the State of South Carolina; but this defendant expressly and wholly denies that the said executors, and especially

the said Samuel Savage was, either at the time of the probate of said will or since, took upon himself the execution of the same, or the trusts therein as it regards any property, or effects whatever, of the said William F. Taylor, or other duty beyond the limits of the State of South Carolina; on the contrary thereof, the said will, so far as this defendant knows or believes, was never admitted to record, or proven in any other State, than the State of South Carolina, the place of the said William F. Taylor's domicile at the time of his death; nor did the said executors, or either of them, to the knowledge or belief of this defendant, ever qualify in any other than the State of South Carolina; and this defendant expressly states, that the said executors, or either of them, never did at any time qualify in the State of Kentucky, nor was said will ever proved or admitted to record in said State in the lifetime of said executors, or either of them, to the knowledge of this defendant; nor was it the duty or the right of said executors, or either of them, to interfere with the property of said testator situated in any foreign jurisdiction, beyond the limits of South Carolina at the time of his death. This defendant further answering, says, that he is utterly and wholly ignorant whether the complainant, Samuel Taylor, is the brother of the said William F. Taylor, or not, or whether the said William Rainey, Alexander Rainey, and Elizabeth Rainey, are the children of Mary Taylor, or not; he supposes it to be true, from information which he believes, that the said William F. Taylor at the time of his death had a brother by the name of Samuel Taylor, and a sister by the name of Mary Taylor; but this defendant has no knowledge or information upon which he can rely as to the pedigree, or relationship of the complainant; nor does he know or admit that they are at all related to the said William F. Taylor, who died in the State of South Carolina, but on the contrary, requires full and strict proof of same; supposes, however, that it may be true that the complainants are aliens, and subjects of the Queen of the United Kingdom of Great Britain and Ireland, but of this he has no knowledge, complainants being entire strangers to him. This defendant is utterly and wholly ignorant, whether the said brother and sister of the said William F. Taylor, who died in the State of South Carolina, or either of them, were ever lawfully married or not, or whether they, or either of them, had issue at the time of the death of said William F. Taylor, or since, and requires strict proof of said allegations; nor does he know whether Mary Taylor, the sister of the said William F. Taylor, is dead or not, or whether the complainants, William, Alexander, and Elizabeth Rainey, are the issue and children of said Mary Taylor, as alleged in said bill; but on the contrary thereof, he is utterly and wholly ignorant of the truth or falsehood of said allegation, and requires that the same be strictly proved. This defendant cannot admit that the said Samuel and Mary Taylor, or either of them, took any estate or interest in the property of the said William F. Taylor, under his said will, or that

they were in any manner entitled under the same; nor can he admit that the said limitations and executory bequests contained in said will are valid, or of any force whatever; on the contrary, he is advised the same are void, and vested no interest whatever in the children of the said Samuel and Mary, either as legatees or otherwise, if any such children there were; nor does this defendant admit that the children of the said Mary Taylor, if they exist, are her next of kin, or entitled to her estate; but on the contrary thereof, he is utterly and wholly ignorant upon this subject, and requires strict proof of the death of the husband of said Mary; nor if there were any such children and kin, does the defendant by any means admit their right to prosecute suits for the supposed estate of their deceased mother, either in the court of the United States or elsewhere; but on the contrary thereof, the supposed claim of Mary Taylor could only be prosecuted through the authority of her personal representative, legally appointed in the courts of the United States.

This defendant further answering, admits that the said executors, in executing the various trusts reposed in them by said will, did, to a very great extent, execute the same severally; but this allegation is not entirely true, as this defendant will more especially show hereafter. He admits that he has heard and believes it to be true, that the said Mattheson & Ross departed this life about the time severally mentioned in the bill. It is not true that the principal part of the business appertaining to the estate of the said William F. Taylor, in the State of South Carolina, was under the management of the said Samuel Savage exclusively; on the contrary thereof, the said McDowell, Ross, Mattheson, and Savage, jointly executed and filed in the office of the court of Ordinary, of the said district of Edgefield, a true and perfect inventory of the personal estate of the said testator; also, they executed and filed jointly, in said court of Ordinary, a true and perfect account of sales of the estate both real and personal of the said testator, as will appear by exhibits L & M, herewith filed, and prayed to be taken as a part of this answer. It is true, as this defendant has been informed, that said McDowell, Ross, and Mattheson, or some of them, did manage the estate of the said William F. Taylor, in the State of Georgia, but whether the said McDowell, Ross, and Mattheson, together managed the same, or what part each took therein, this defendant is wholly unable to state; but he expressly states that the said Samuel Savage had nothing to do with the estate of the said William F. Taylor, in the State of Georgia. This defendant further answering, says, that he knows nothing of the accounts and settlements and other acts of the said McDowell, Ross, and Mattheson in reference to said estate, except what appears of record in the said court of Ordinary, and he supposes it to be true that they fully settled their accounts in their lifetime, and that the balance due from them was paid over to the said Samuel and Mary Taylor, the

brother and sister of said William F. Taylor. This defendant further answering, says, it is true that the said William F. Taylor had a considerable amount of property in the State of South Carolina, at the time of his death, all of which, both real and personal, was truly accounted for, so far as the same come, or ought to have come, to the hands of said Samuel Savage, all which will appear by reference to said two exhibits L and M, and the various settlements of said Samuel Savage, in regard to said estate from time to time made in the said court of Ordinary, in the said district of Edgefield, which said settlements are contained in document marked N, and prayed to be made a part of this answer. And this defendant positively denies that there was any property or estate, or other effects whatsoever, of the said testator, in the State of South Carolina, not fairly and truly accounted for to the said court of Ordinary, in the records aforesaid; on the contrary, he expressly states that the said records contain a full and correct account of the estate and effects of the said testator, in the State of South Carolina, which either come, or ought to have come, to the hands of Samuel Savage; nor does this defendant know, or believe, nor has he ever heard of any other property or effects of said estate, either in the State of South Carolina or elsewhere, not embraced in said record, except a claim to some lands in Kentucky, as hereafter explained; and that the allegation in said bill, that said Samuel Savage had the estate of the said testator, in the State of South Carolina, under his exclusive management and control, is utterly false and unfounded, as will be seen by reference to the records aforesaid. This defendant further answering, says, that the allegation in said bill, that a large amount of property, exceeding one hundred thousand dollars of the estate of the said testator, went into the hands of the said Samuel Savage, fully fifty thousand dollars of which has never been accounted for, is utterly false and destitute of truth; on the contrary, defendant expressly states that the records before referred to exhibit a complete account of all the property or effects of the said estate which ever come, or ought to have come, to the hands of said Samuel Savage, all of which have been truly accounted for and paid over to the said Samuel and Mary, brother and sister of said testator, and their agent; and the defendant expressly states, that from the character of the said Samuel Savage he has no doubt that he paid strict attention to the interest of said estate, and realized therefor every dollar which could have been collected, and that he has long since accounted for and settled the same with the brother and sister of said testator and their agent. This defendant further answering, says, that the allegation in said bill that, at the time of said testator's death, the said Savage was indebted to him an open account, as stated on the books of said testator, in the sum of $789 70 cents, is wholly false and untrue; on the contrary thereof, no such sum, or any other sum, was due from the said Samuel Savage to the said testator, either by open account or otherwise, except

what he has accounted for in the records and settlements before referred to, and if it shall become material he requires strict proof of said allegation. Also, the allegation in said bill, that the said Samuel Savage received cash on hand at the time of said Taylor's death, the sum of $681 75 cents, and made no return thereof, is utterly false and untrue; on the contrary, the said Samuel Savage received nothing, either in cash or otherwise, but what was truly accounted for in the records before referred to. Also, the allegation in said bill, that the said Samuel Savage fraudulently concealed said indebtedness, and the reception of said last mentioned sum of money, is utterly false, no such debt was owing, or sum *record* or concealed by Samuel Savage. The defendant further answering, says, that the paper marked L, and made a part of this answer, corresponds with exhibit B in the bill, and he supposes are copies from the record of the said court of Ordinary, and that it is wholly false that no return of debts due the estate of the said testator, at the time of his death, was made to the said court of Ordinary, of said district of Edgefield, by said executors; on the contrary thereof, the said Samuel Savage and William Ross, two of said executors, in the month of January and February, 1812, or about that time, severally returned and filed in the said court of Ordinary, an inventory of the bonds, notes, accounts, and other claims, due the estate of the said testator; all which will appear by reference to the documents O and P herewith filed, and prayed to be taken as part of this answer. The said exhibits contain every account, debt, bond, or other claim, due the estate of the said testator at his death, so far as this defendant has heard, knows, or believes, including those desperate and those that could be collected. This defendant further answering, says, that the allegation in the bill that no account of sales was ever returned to said court of Ordinary by the said Samuel Savage, is wholly false, as will appear by the records before referred to; on the contrary thereof, this defendant verily believes, and so states, that the said records show a complete and full return of the sales of the whole real and personal estate of the said testator, as made by Samuel Savage, and the other executors of said will. Also, the allegation in said bill, that a large quantity of valuable land, in the State of South Carolina, was sold by said executors, and that the proceeds thereof, to the amount of several thousand dollars, went into the hands of said Samuel Savage and has never been accounted for, and that no return thereof was ever made to the court of Ordinary, is wholly false and untrue; on the contrary thereof, the said executors sold no lands of the said testator but what are truly accounted for in the records of the said court of Ordinary, nor did the said Samuel Savage, as this defendant verily believes and states, ever at any time receive a single dollar for the sale of lands in South Carolina, of the estate of the said testator, of any description whatever, but what was honestly and truly accounted for to the said court of Ordinary; the said records will fully show

all the lands sold by the executors, and the value thereof; and this defendant verily believes and so states, that said records embraced all the lands belonging to the estate of said testator in the State of South Carolina.

This defendant further answering, says, that it is wholly untrue that no final settlement has ever been made in said court by said Samuel Savage in relation to said estate; on the contrary thereof, the said Samuel Savage, as the executor of said will, in the State of South Carolina, on the 22d day of April, 1818, made a full, fair, and final settlement of all his transactions with said estate in the said court of Ordinary, in the said district of Edgefield, in presence of Adam Hutcheson, the attorney of the said Samuel and Mary, the brother and sister of the said testator; the accounts of the said Samuel Savage were then balanced, and the sum then due the said Samuel and Mary, the brother and sister of the testator, was on the day and year last aforesaid paid over in the said court of Ordinary, to the said Adam Hutcheson, the attorney and agent in fact of the said Samuel and Mary, and duly authorized to receive the same, all of which was at that time entered of record in said court of Ordinary; the said settlement embraced every thing between the said Samuel Savage and the said legatees, and was then and there final between the parties, all which will appear by exhibit N before referred to, and also by a copy of the receipt of Samuel Taylor and William Rainey and his wife Mary, by their attorney, Adam Hutcheson, in their name executed to the said Samuel Savage, on the said 22d day of April, 1818, for the said sum of $10,037 36¼ cents, which is herewith filed, and prayed to be taken as a part of this answer, and marked as exhibited T, the original of which this defendant now has in his possession, and will read on the final hearing of this cause.

This defendant further answering, says, that exhibit N embraces the settlements of the said Samuel Savage, as such executor, from time to time made as aforesaid, and with the exception of some slight variations, corresponds with exhibits marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, in the bill, all of which are, as he supposes, copies of the records of the said court of Ordinary, in the said district of Edgefield, South Carolina.

This defendant again says expressly, that the said item of $10,037 36¼ was passed to Adam Hutcheson aforesaid, and that he was the agent and attorney in fact of the said Samuel Taylor and Mary Rainey, and her said husband William Rainey; and duly empowered to receive and receipt for the same, that upon such payment the said Samuel Savage was fully discharged therefrom.

The defendant further answering, says, that from facts and information derived from the said Samuel Savage in his lifetime, of the truth of which he has no doubt, the said Samuel Savage during the whole course of his executorship, never used or applied a dollar of the funds of the estate to his own use; but, on the contrary, he was

scrupulous to keep the funds and property of said estate wholly distinct from his individual business; the said Samuel Savage was so particular in the discharge of his duty to said estate, as to act always under the advice of the ablest counsel in the State of South Carolina; amongst others, he took the advice of H. W. Desaussure, then chancellor of said State, as will appear by the original letter of the said H. W. Desaussure to the said Samuel Savage, dated the 29th day of August, 1814, now in possession of this defendant, which he will read at the final hearing of this cause. The said Samuel Savage in his lifetime often asserted to this defendant that he never made one dollar of interest out of the funds of said estate, but what was honestly accounted for in his settlement with said court of Ordinary, which assertions, this defendant states expressly, he believes to be true. The business of said estate was very complicated, the said testator had in his lifetime been extensively engaged in the mercantile business, and many of the debts due to him were of long standing, and many were insolvent and never could be collected; under these circumstances, it took much time to realize its funds; it is not probable, therefore, that any great amount came into his hands for the first year or two of his executorship; moreover, the said Samuel Savage made annual returns and settlements with the said court of Ordinary, in accordance with the laws of South Carolina; during a large portion of this time the said legatees or their agent was present, and it is not probable that any interest made by the said Samuel Savage, of the funds of the estate, would have been passed without notice, both by the parties interested, and by the court of Ordinary.

This defendant further answering, says, that even if it were true that the said Samuel Savage made interest on the funds of the estate, for which he did not account, (the contrary of which he expressly states to be true,) yet the said Samuel Taylor and Mary Rainey, or those claiming under them, can have no possible title to the claim of interest set up in the bill, because on the 9th day of February, 1816, the said Samuel Taylor, for himself and for his sister, the said Mary Rainey, and her said husband William Rainey, made and executed to the said Samuel Savage an agreement, a copy of which, marked S, is herewith filed and prayed to be taken as a part of this answer, the original of which this defendant now has in his possession, and will produce on final hearing of this cause, by reference to which it will appear that said Samuel Taylor, and the said Mary Rainey and her said husband, consented and agreed that the said Samuel Savage should pay over to the said Samuel Taylor, at that time, as much money as he could spare, and on or before the first day of April ensuing, to pay over all moneys that might be collected on account of said estate; and the said Samuel Taylor, for himself and in behalf of his said sister Mary and her said husband, did then and there, thereby consent and agree, on receiving from said Samuel Savage, all moneys that could be

collected by the first day of April next, thereafter to allow the said Samuel two years from that date to close the remaining business of the estate, and that for the money theretofore deposited in the Augusta bank, no interest was to be required of the said Samuel Savage, for the time the same remains in bank; and that on all moneys that might be collected by the said Samuel, no interest was to be required, provided the same should be paid over to the said Samuel Taylor, or his lawful agent, in a reasonable time after the same was collected.

This defendant states, that the agreement, last aforesaid, was made under the following circumstances, as he is informed and believes, that is to say: for some time after the death of the said testator no one appeared on behalf of the legatees, to receive what was coming to them under the will, during which time it was impossible for the said Samuel Savage to pay over the money collected by him on account of said estate to legatees; and it being difficult and hazardous to loan out said money, without too much risk of losing the same, the said Samuel Savage, after paying such debts as were presented against said estate, made a special deposite of the residue of said money in the bank of Augusta, where it remains, without interest, until under an order of the court of Equity, obtained through advice of able counsel, the said money was loaned out at interest until it should become necessary to pay it over to the legatees; some short time afterwards the said Samuel Taylor, the brother of said testator, and agent of his sister Mary Rainey and her said husband William Rainey, came personally to the said district of Edgefield, and was shown and made acquainted by said Samuel Savage with all that had been done in regard to said estate, and being fully satisfied therewith, executed the aforesaid instrument as to interest. The object of said agreement, as to the interest upon moneys thereafter to be collected, was expressly to indemnify said Samuel Savage against any omission on his part to loan out said money, and to have the same always ready to be paid to the said legatees or their agents when called for, and also to guard against the risks incident to loaning the same. On the very day said agreement was executed, said Samuel Savage paid the said Samuel Taylor, for himself and sister aforesaid under said will, the sum of $5,300 00, as will appear by the receipt of said Taylor, now in the possession of this defendant, and on the 26th day of March, 1816, in further execution of said agreement, he again paid said Samuel Taylor the sum of $4,700 00, which will also appear by the receipt of Samuel Taylor, now in the possession of this defendant, being all the moneys which could then be collected by Samuel Savage; and that, in still further execution of said agreement, the said Samuel Savage proceeded with all due diligence to close the remaining business of said estate, and on the 22d day of April, 1818, was enabled to settle finally the business of said estate, as herein before stated; all of which, defendant insists, is a complete bar to any claim for interest.

This defendant further answering, says, that the allegation in said bill as to the sum of $3,232 31, said to be retained by the said Samuel Savage for commission and travelling expenses, is false and untrue, that no such sum was retained for such purposes; on the contrary, those of the records before referred to, and especially exhibit N, will fully show the amount retained by the said Samuel Savage for his commissions and travelling expenses, and which were entirely reasonable, and much below the usual charges for such services. The amount so retained came of course under the immediate examination of the court of Ordinary, and of the legatees and their agents, and would not have been allowed if unconscientious or improper.

This defendant further answering, says, that he has been informed and believes, that within ten days, or some other short time after the final settlement was made as aforesaid, the said Samuel Savage, believing that the whole business of said estate was finally closed and ended, removed from the State of South Carolina to Maury county, in the State of Tennessee, and has never been in the State of South Carolina since; and that as late as the 26th day of March, 1816, the said Samuel Taylor, being in the district of Edgefield, and being well acquainted with the manner in which said estate had been managed up to that time, was perfectly satisfied with the conduct of said Samuel Savage, as such executor, which will appear by a letter from the said Samuel Taylor to the said Samuel Savage, dated the 26th day of March, 1816, a copy of which is herewith filed, and prayed to be made a part of this answer, marked as exhibit Z. That shortly after the date of this letter, as this defendant is informed and believes, the said Samuel Taylor being well advised as to the condition of this estate, left the United States, having, before he left, constituted the said Adam Hutcheson the agent of said legatees, to supervise the management of said estate, and finally to receive and settle the same; all which was done to the satisfaction of said agent and, as this defendant believes, to the satisfaction of the legatees. And respondent herewith files an authenticated copy of one of the powers of attorney, executed by said Samuel Taylor, for himself and for his sister Mary Rainey and her husband William Rainey, to the said Adam Hutcheson, marked exhibit G, investing him with the powers aforesaid, the original of which, it is presumed, is either destroyed, or in the hands of the representatives of said Hutcheson, who, respondent has been informed and believes, has long since departed this life. No further claim is set up, and the whole matter is permitted to sleep for more than twenty years (the executors, especially the said Samuel Savage, fully believing the whole matter finally closed) until the death of all said executors, and many, perhaps all, the witnesses to the faithful execution of said will, when the complainants, falsely pretending that they are the persons entitled under the will of said testator, and that the same has never been truly executed, seek to

overhaul said accounts and settlements in said court of Ordinary; under these circumstances, this defendant insists and alleges that the said settlements, made by the said Samuel Savage, in the court of Ordinary, in the said district of Edgefield, in relation to the estate of the said testator, are absolutely conclusive evidence that the said estate has been fairly and truly settled and accounted for to the legatees under said will, and that it is not competent for any other court within the United States to open or enquire into the correctness or regularity of the adjudications of the said court of Ordinary upon said estate, and the settlement of the same. But, if in this he should be mistaken, then in bar of any account in this cause, he pleads and relies upon the decrees and adjudications of the said court of Ordinary aforesaid, as prima facie evidence of the truth and correctness of the settlement of said estate, and on final hearing will rely upon the same as a complete bar to any relief. Finally, in bar of any account or relief in this cause, this defendant pleads and relies upon the statute of limitations and lapse of time, as evidence that the said estate has long since been fully and fairly settled, and paid over to the persons legally authorized to receive the same.

This defendant further answering, says, that he denies that the said testator, either at the time of his death or since, had lands to a large amount and of great value, in the State of Kentucky; on the contrary thereof, this defendant has been informed, and believes, that the said testator was not the owner of any lands in the State of Kentucky, either at the time of his death or since. It is true, as this defendant has been informed, that the said testator at the time of his death, and for many years before, had a suit depending in the State of Kentucky, against sundry persons, unknown to this defendant, for a tract of land of about four or five thousand acres, lying in Washington county, in said State, and prosecuted continuously until the 8th day of January, 1818, when judgments were recovered against the defendants, and commissioners appointed to assess the improvements, and that during the pendency of said suits, and from the time said judgments were rendered, up to this time, the defendants in said suits have been enabled through some means to keep possession of said tract of land. This defendant is wholly ignorant of the means used by said defendants to keep possession of said lands, nor does he know whether they filed bills or not. He has been informed and believes, that in the year 1836, the said William Primrose, the pretended agent of said legatees, made a compromise with the tenants in possession of said land, by which, for some inconsiderable amount, he agreed to release the claim of said legatees to said land; this defendant has been informed and believes that the said testator, at the time of his death, had no valid title to said tract of land; but, on the contrary, that his title thereto was always defective. But if, upon an investigation of the title of the testator to said tract of land, it should appear that this defendant

is mistaken, then he insists that, by the terms of said will of said testator, the executors therein took or received no interest or estate whatever, in the lands of said testator, either in the State of Kentucky, or elsewhere, but only a bare power of sale, and that upon the death of the testatator whatever title he may have had to lands in the State of Kentucky, escheated to the said State, the said testator having no heirs in the United States of America at the time of his death, and that it was neither the duty, nor did the said Samuel Savage have power or authority, to enforce the claim of the said testator to lands in the State of Kentucky, or elsewhere, and that the said Samuel Savage never did at any time take upon himself the trusts in said will, as it regards any lands in the State of Kentucky, nor was he bound so to do; and that even if the lands of the said testator, either in the State of Kentucky or elsewhere, were ever subject to any trusts under said will, the same were lost when said lands escheated as aforesaid, and could not be enforced either in a court of law or equity. Moreover, the defendant insists, that upon the death of one or more of said executors, all power or authority to sell the lands of the said testator, under said will, ceased, and that the surviving executors could not legally much less was it their duty to sell the lands of the testator. This tract of land, of four or five thousand acres, in the county of Washington, is the only land, or claim to land, which this defendant ever heard of, or of which he has any knowledge claimed by the said testator. As to the allegation in said bill, that the said testator had at the time of his death other lands in the State of Kentucky, to the amount of thirty thousand acres, more or less, this defendant states it is wholly false, and that the said testator never had title to any such lands, nor did this defendant ever hear of any such claim; the only lands of which [he] has any knowledge, or ever heard of, to which the said testator set up a claim, being the said tract of four or five thousand acres above mentioned. And the defendant expressly states, that if any such lands or claims to lands in the State of Kentucky existed, the same never come to the knowledge of the said Samuel Savage; nor is it true that the said lands, or any part thereof, could have been legally sold by the said Samuel Savage, or by proper diligence secured to the estate of the said testator; on the contrary, there never were any such lands, and if there had been, does this defendant by any means admit that it was either the duty, or that the said Samuel Savage had power, to intermeddle therewith, but expressly charges the contrary.

This defendant further answering, says, that it is true, as he is informed, that in the year 1818, and shortly after, the said Samuel Savage came to the State of Tennessee to reside, he did go to the State of Kentucky, and in order to realize the most that could be got for the desperate claim of the said testator, executed the papers marked D and C in the bill, but it is utterly untrue that the said Samuel Savage fraudulently represented himself to be the only sur-

viving executor of the said testator; on the contrary, he has no doubt that said Samuel Savage believed at the time he executed said deeds that he had power to do so, although in this the said Samuel was clearly mistaken. The defendant expressly denies that the said Samuel Savage in making said deeds violated any of the provisions of the will of said testator, or that he had authority to make deeds either under the will or otherwise; so far from this, it was never the duty of said Samuel Savage to intermeddle with said lands, nor could he legally do so; as to him the said lands were not trust property, nor did the relation of trustee as to said lands exist between the said Samuel Savage and the said legatees under the said will, or otherwise; on the contrary, nothing that was done by the said Samuel Savage did or could at all affect or prejudice the claim or title of the said legatees to said land, nor was the said Samuel Savage accountable to the said legatees for the sums received by him upon the supposed sale of said lands as aforesaid. Said lands, if any there were, escheated to the State of Kentucky upon the death of the said testator, and even if said State held the legal title in trust at all for the persons named in said will, the acts of said Samuel Savage, in whatever character he is said to act, could not operate on the legal or equitable title in the same, and if he would have been liable at all, or to any body, either on the ground of fraud, mistake, or covenant, he only could have been so to the persons that purchased the lands from him.

This defendant further answering, says, that however this matter may be, said sale was merely void and could not affect the rights of complainants, if they had any, because, in addition to the matters herein relied on, Patrick McDowell, one of the executors named in said will, was in full life at the date of said sale, and did not join therein. The consideration alleged to have been received by said Samuel Savage for said one thousand and fifty-nine acres of land, is incorrectly stated; he received, as this respondent has understood, believes, and so states, a negro woman, laboring under the dropsy at the time he got her, and literally worth nothing, but in fact was a charge and expense until she died; a small negro girl, sold by him at fair sale for two hundred dollars, and a horse and money amounting to eighty-five dollars more, and this was all that said Samuel Savage *were* received for and on account of all the stupendous quantity of land, alleged to have been left by the said testator in the State of Kentucky, as this respondent verily believes. And this defendant expressly denies that the said Samuel Savage sold the one thousand and fifty-nine acres of land for cash, or that he realized, or could or ought to have realized, any thing more for said lands than the sums above mentioned. From an examination of the terms of the compromise effected between William Primrose and the tenants in possession of the said land, it will appear that the title of said testator was a desperate one, out of which nothing of any value ever could have been realized, and that if any final judgments were

permitted to go against the tenants in possession, they were obtained through fraud and collusion between the said William Primrose and the tenants in possession, in order to affect the estate of said Samuel Savage, and that the said Primrose and the said tenants in possession have fraudulently combined and colluded together for the purpose of cheating and defrauding the estate of said Samuel Savage; although the title of William F. Taylor to said lands was always defective, as this defendant believes and states, yet the tenants in possession pretend that the said William Primrose lately, and in the year 1836, has recovered said lands from them in behalf of the legatees of said William F. Taylor, and they are seeking to hold the estate of Samuel Savage responsible for the pretended loss of said land, upon the warrantees contained in exhibits D and C, although the said tenants have always retained possession of said lands. On the other hand, said Primrose pretends that the title to said lands, and much more in the State of Kentucky, was in the said William F. Taylor at the time of his death, and that it was the duty of the said Samuel Savage to have secured the same to the estate, but that through the negligence of Savage the same were lost, &c., all of which pretences this defendant charges to be false and untrue, and only a mere pretext used by said Primrose and said tenants to cheat and defraud the estate of said Samuel Savage.

This defendant further answering, says, that he is ignorant of the value of the said one thousand and fifty-nine acres of land, either at the time it was sold, or now, does he know the quantity of land embraced in the deeds marked C and D; but he expressly denies that any title or estate whatever passed by said deeds of Samuel Savage; on the contrary, said supposed sales were merely void.

This defendant further answering, says, that he is utterly and wholly ignorant, as before stated, of any land, or claim to lands, ever set up by the said William F. Taylor, except the claim to the four or five thousand acres before mentioned, and that it is utterly untrue, that the amount of thirty thousand, or any such number of acres, was ever secured by judgment at law in favor of said William F. Taylor in the State of Kentucky; and this defendant verily believes, and so states, that no such claim or judgments ever existed; and if there were any such lands, judgments, or claims to lands, the said William Savage remained utterly and wholly ignorant thereof during his lifetime; nor is it true that the said Samuel Savage was guilty of any neglect or breach of duty in regard to said pretended claim for lands, nor does this defendant believe that any such lands were ever lost to the estate of William F. Taylor. Further answering, as to the allegation in said bill, that said pretended agent, William Primrose, called on said Samuel Savage shortly before his death, and asked him if any thing had been done with the lands in Kentucky, this respondent says it is true; but as to his fraudulently, and with a view to deceive him, and to keep said legatees in ignorance of their rights, withholding information,

&c., he says that it is wholly false; but on the contrary thereof, he gave him a full detail of every thing he knew and every thing he had done in relation to said lands, and the said Samuel Savage entreated the said Primrose, if he was not satisfied with his conduct in relation to said estate, and wished to sue at all, to do so in his lifetime, so that he might defend it.

This defendant further answering, says, if it shall become material for his defence, will, in regard to the said lands and claims to lands in the State of Kentucky, and every charge pertaining thereto, in bar of all relief, in addition to what has already been stated, rely upon the statute of limitation and lapse of time.

This defendant says, that it is true that the said Samuel Savage, in the month of November, 1837, departed this life in the county of Lauderdale, and State of Alabama, where he was domiciled, that he made a will that was duly proved in the court of said county, and that defendant is executor of said will, and is a citizen of the State of Alabama, residing in the northern district.

And the said defendant further answering, says, that the said William F. Taylor having died in the State of South Carolina, and the said Samuel Savage having qualified as one of his executors in said State, can only be sued and compelled to come to account, or made to answer for any thing touching the matters of said estate of said William F. Taylor in the courts of the State of South Carolina, and that no foreign jurisdiction, and especially the said district court of the United States for the northern district of Alabama, has power or authority to entertain suits against this defendant as the executor of the said Samuel Savage, touching the matters of the estate of said William F. Taylor; and this defendant, in addition to what has already been urged, pleads that the said district court of the United States, for the said northern district of Alabama, has no jurisdiction to decree upon the matters set forth in complainant's bill, and that the same shall be dismissed; and this defendant, not admitting any fact not heretofore expressly answered in said bill, prays to be hence dismissed, with his proper costs in this behalf expended.

ARCH. WRIGHT,
EDMUND DELLAHUNTY,
JAS. IRVIN, and
SAMUEL W. PROBASCO,
Solicitors for Defendant.

THE UNITED STATES OF AMERICA,
Northern District of Alabama.

Before me, Benjamin T. Moore, clerk of the district court of the United States for the district aforesaid, this day personally appeared George M. Savage, executor of the last will and testament of Samuel Savage, deceased, and made oath that the statements contained in the foregoing answer of his own knowledge are true, and those stated on the information of others he believes to be true.

Subscribed and sworn before me, this 25th day of March, 1839.

GEORGE M. SAVAGE.

B. T. MOORE, *Clerk, &c.*

(Endorsed)—"Filed 25th March, 1839.

B. T. MOORE, *Clerk.*"

Exhibit L.—(*Exhibit L.*)

A true inventory of the goods belonging to the estate [of] William Forbes Taylor, deceased, appraised on the 30th day of September, 1811, by Stephen Garrett, Benjamin Hightower, Allen Stewart, and Benjamin Gray, jr.

28	Head of sheep, *a* $2	$ 56 00
53	Head of cattle, " 6	318 00
1	Yoke of black and white steers	50 00
1	Ditto brown ditto	60 00
1	Old yoke ditto	10 00
80	Head of hogs	160 00
1	Sorrel horse	80 00
1	Ditto mare	100 00
1	Bay horse	40 00
1	Do. do.	70 00
1	Sorrel do.	30 00
1	Bay do.	5 00
8	Mules, *a* $75	600 00
140	Saw gin	60 00
1	Old saw ditto	5 00
1	Crowbar and spade	1 00
1	Pair steelyards	5 00
1	Still, containing 68 gallons, *a* $1 25	85 00
1	Wagon	75 00
1	Ditto and hind-gear	100 00
1	Riding carriage and plated harness	250 00
20	Mobry stands, at $1	20 00
1	Dark brown horse	40 00
1	Black horse	25 00
1	Yoke of oxen	30 00
1	Ox cart	10 00
1	Lot of ploughs	16 00
1	Ditto carpenter's tools	20 00
5	Reap hooks, 50 c.; 12 weeding hoes, and 7 grubbing hoes, $10	10 50
6	Old axes and 3 iron wedges	6 75
10	Pair iron traces	15 00
3	Lock chains	5 00
1	Small grindstone, 75 c.; 1 large ditto, $4	4 75
3	Scythes and cradles, *a* $2	6 00

EXHIBIT L.—Continued.

1	Cutting box	$ 5 00
2	Weeding hoes, 1 mattock, and 2 axes	5 00
10	Beehives, *a* $2	20 00
1	Wheelbarrow, $1; 1 rake, spade, and garden hoe, $1 50	2 50
1	Horse, cart, and gear	10 00
1	Lot rope	12 50
1	Lot iron, $30; 150 lbs. steel, $30	60 00
2	Pair steelyards and scale-beam	15 00
1	Large jackscrew, $10; 2 pieces cotton bagging, $35	45 00
4	Shear moulds; 2 broad-axes, &c.	8 00
1	Fishing seine	15 00
1	Trunk twine, $18; 1 brass riddle, $1 25	19 25
1	Hhd. salt, $10; 8 doz. bottles and 4 jugs, $7	17 00
4	Kegs of tobacco, $20; 1 lot jugs of honey, $30	50 00
3	Funnels and 3 measures	3 00
200	Gallons brandy and barrels, *a* 62½ c.	125 00
10	Gallons whiskey, 50 c.	5 00
1	Cask with Madeira wine	15 00
1	Box old iron, &c., $4; 2 casks lime, $8	12 00
1	Lot of wool, $6; 1 lot of iron, $3	9 00
1	Saddle and bridle, $30; 1 lot kitchen furniture, $18	48 00
13	Windsor chairs and 1 sofa	22 00
1	Pair round tables, $18; 1 ditto ditto, $35	53 00
1	Pine table, $1; 1 arm chair, $15; 1 easy ditto, $6	22 00
1	Bedstead, matrass, and furniture, $35; 1 ditto ditto, $18	53 00
1	Ditto and stead, $15; 1 small ditto, $10; 2 beds, $20	45 00
1	Bathing tub, $5; 1 lot blankets, $18	23 00
1	Lot counterpaines, $8; 4 pair sheets, $12	20 00
1	Pair looking-glasses, $20; 1 thermometer, $15	35 00
16	Pictures, $16; 1 lot glassware, $15	31 00
1	Lot china ware and tea tray, $6	6 00
1	Sideboard, $40; 1 case and bottles, $3	43 00
1	Lot knives and forks, dishes and plates, &c.	5 00
1	Iron chest, $20; 1 shovel, tongs, and fire dogs, $12	32 00
4	Candlesticks, snuffers and tray, $3; 1 brace brass pistols, $30	33 00
1	Brace iron pistols, with holsters	20 00
1	Walnut desk, $15	15 00
1	Secretary desk, $15; 1 spy glass, $12	27 00
1	Pair saddlebags, $4; 3 trunks, $7	11 00
2	Guns, $30; 1 hammock, $5; 1 set money scales, $8	43 00
1	Set books, $80; 1 backgamon box, $1	81 00
1	Bed pan, $2; 1 lot axes, grubbing hoes, &c., $20	22 00

EXHIBIT L.—Continued.

1	Old still, containing 60 gallons, - - -	$70 00
1	Grindstone, $5; 1 ditto, $3 - - -	8 00
35	Head of hogs, *a* $2 - - - -	70 00
21	Stacks fodder, *a* $4 50 - - - -	94 50
8	New axes, *a* $1 50 is $12; 1 set blacksmith's tools, $75 - - - - -	87 00
2000	Feet sawn lumber, $20; 40 bales cotton, $960 -	980 00
6	Kegs of tobacco - - - - -	30 00
18	Head of goats - - - - -	18 00
1	Negro fellow, Charles, $350; 1 ditto, Bartlett, $400	750 00
1	Ditto, Jim, $300; 1 ditto, Cuff, $500; 1 ditto, Davy, $300 - - - -	1100 00
1	Ditto, Holloway, $500; 1 ditto, Pallet, $450; 1 ditto, Jack, $400 - - - -	1350 00
1	Ditto, Sam, $270; 1 ditto, Nelson, $300; 1 ditto, Romer, $300 - - - - -	870 00
1	Ditto, Dick Hall, (runaway) - - -	200 00
1	Ditto, Bill, $300; 1 ditto, Abner, $300 - -	600 00
1	Ditto, Marcus, $350; 1 girl, Rhina, $275 -	625 00
1	Girl, Teresa, $350; 1 ditto, Rachel, $350 -	700 00
1	Negro fellow, Gabe, $400; 1 ditto, Charles, $600	1000 00
1	Ditto, Limas, $375; 1 ditto, Tom Thompson, $400	775 00
1	Wench, Amy, $200; 1 girl, Betty, and her 2 children, Sam and Eliza, $600 - - -	800 00
1	Girl, Linda, and 4 children, Tom, Lucy, Mariah, and George - - - - -	1000 00
1	Boy, John - - - - -	300 00
1	Pair truck wheels - - - - -	8 00
1	Silver watch, $25; ½ doz. silver spoons & tongs, $6	31 00

We do certify that the within goods and chattels shewn to us by Samuel Savage and Duncan Mathison, is a true and perfect inventory and appraisement of the estate of William F. Taylor, deceased. Given under our hands the day and date above.

STEPHEN GARRETT,
B. HIGHTOWER,
A. STEWART,
J. GRAY, Jr.

A true and perfect inventory of all the residue of the goods and chattels belonging to the estate of William F. Taylor, deceased, as shown us by the executors. Appraised on Saturday, the 18th of January, 1812.

350	Bushels of corn, *a* 43¾ c. - - - -	$153 12½
27	Bales cotton, 8100 *a* $7 - - - -	567 00

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3 Barrels shad, *a* $12 - - - -	$36 00
7 Barrels flour, *a* $6 - - - - -	42 00
1 Pair pistols, *a* $10 - - - -	10 00
	$808 12½

B. HIGHTOWER,
A. STEWART,
J. GRAY, Jr.
Appraisers.

(*Exhibit M.*)—Exhibit M.

Sale Bill.

2 tracts land 781 acres	$1 62½	E. Morgan, Amos Dubose	$1269 13
1 do do 290 do	87	Benjamin Grumbles	252 30
1 do do 224 do	56¼	William Morgan	126 00
1 do do 338 do	4 25	William Olds	1436 50
1 do do 193 do	5 01	William Hall	966 93
1 lot called Rowan's	35 00	Peter Robertson	35 00
1 tract land 124	33	John Delaughter	40 92
Houses and lots in Campbellton	500 00 313 00	Mason Garrett Resold to Geo. Pearson	313 00
4 days fishing at Stephen's ck.		Christian Breithanpt	780 00
⅓ the cow shoal fishery		James Jones	79 00
Taylor's Fishery		George Adams	73 00
27 sheep	3 34	James Gardner	90 18
1 sorrel horse	71 00	William Jackson	71 00
1 riding do	40 00	Duncan Mathison	40 00
1 horse Buck	44 00	John Glascock	44 00
1 do Pocket	67 00	William Olds	67 00
1 do Rock	25 00	P. Prince, Rev. Cloud	25 00
1 do Grumble sorrel	28 00	Tho. Ga. Watkins	
Resold *a*	22 75	Samuel Savage	22 75
Negro boy Bill		Benjamin Hightower	520 00
Do do Abner		Benjamin C. Yancy	390 00
Do do Marcus		James Day	363 00
Do man Charles and tools		Thomas McKie	1220 00
Do girl Rhina		Sampson Butler	412 00
Do man Tom & wife Cresey	811 00	Leroy Hammond, jr.	766 00
Resold	766 00	Isaac Laroche	
Negro boy Limas		Felix McKinne	450 00

EXHIBIT M.—Continued.

Negro man Gabe			Benjamin M. Runnels	$700 00
Do woman Amy			Jno. Woolen, jr., A. Richardson	331 00
Do boy John			Musco Livingston	436 00
A lot axes			E. Murphy	16 50
A Grindstone			Frederick Hill	8 00
Lot small do, 2 spades, &c.			Wm. Thomas	5 00
Do axes, hoes, &c.			Wm. Garrett	14 25
Do sundries			Henry Milling	2 00
Do scythes and cradles			Wm. Garrett	5 75
Do 11 axes and 1 hoe			John Terry	16 00
Do 4 ploughs			Thomas King	4 25
Do 2 do and coulters			Wm. Garrett	7 00
Large beam			Allen Addison	3 00
One wheel barrow			Charles Hammond	1 00
One ⋈ cut saw			Alexander Stewart	6 25
Lot of 4 ploughs			William Garrett	6 75
Lot of 4 do			Do. do.	4 25
One jack screw			Robert Frazer	5 00
1 pr. cart wheels			E. Doolittle	7 00
Grubbing hoe axes, &c.			Cash R. C.	2 00
Gradele rake hoes, &c.			Wm. Garrett	11 00
Lot waggon gear			Do do	6 00
A truck cart			John Gray, jr.	11 25
An empty puncheon			George Hancock	2 50
A barrel with lime	3	12½	Covington Hardy	3 12
One do shad			James Morely	12 50
One do do			Isaac Randolph	11 00
One seine twine			Felix McKinne	20 00
2 barrels flour			Leroy Hammond, jr.	14 00
2 do do			Isaac Randolph	13 50
2 do do			Do do	13 50
1 do do			John Gray, jr.	7 25
225 lbs. iron *a*		8	Isaac Randolph	18 00
4 shear moulds			John Grumbles	4 88
95 lbs. German steel *a*		27	Briton Mims	25 65
120 lbs. do do		30½	Isaac Randolph	36 60
54 lbs. blister do		13¼	Wm. Garrett	7 15
1 keg tobacco			Austin Bunch	8 00
1 do do			Henry Tate	3 37
1 do do			Benjamin Davis	4 25
1 do do			George Hancock	3 50
1 do do			William Hardin	3 00

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EXHIBIT M.—Continued.

A lot rope		John Gray, sen'r	$13 00
16 yds. baggin		Do do	6 40
49 lbs. twine		Felix McKinne	19 60
A lot sundries		George Hancock	2 25
1 wire sieve		John Gray, sen'r	1 25
1 lot rye, &c.		Wm. Garrett	56
1 keg barley		Duncan Mathison	31
1 lot jugs		Robert Hardy	2 75
1 chest tools, &c.		Thomas Webster	20 75
1 saddle and bridle		Wm. W. Williams	30 25
16 doz. quart bottles *a*	60 doz.	Allen Addison	9 60
30 gallons brandy *a*	90	Allen Addison	27 00
7 do do	1 00	Leroy Hammond	7 00
27 do do	1 00	William Winter	27 00
30 do do	1 03	Cook Æthman	30 90
30 do do	1 06	Isaac Randolph	31 80
1 large barrel rye		Robert Hardy	1 56
2 casks lime in a lot		Wm. Garrett	7 00
5 bushels salt *a*	1 00	Wm. W. Williams	5 00
1 large pr. steelyards		Saml. Savage	6 25
1 small do		Do do	3 25
(Geo. Ach) 1 pr. small do do		George Adams	1 75
1 pr. do		Wm. Williams	2 00
1 pr. do		Leroy Hammonds, sr.	75
1 lot measury funnels, &c.		William Quarles	2 00
1 jug honey		W. W. Williams	2 31¼
1 jug honey		John Gray, jr.	3 75
1 do do		Wm. Ross	3 75
1 do do		James Adams	2 00
1 do do		Michael Shannon	2 50
1 do do		William Morgan	2 75
1 do do		George Adams	69
1 demijohn do		Patrick McDonald	7 00
1 do do		Duncan Mathison	5 25
1 lot of 3 jars		Cash to J. Sarange	1 94
61 pounds of wool		George Hancock	27 88
1 lot ear bells, book, axe, &c.		Wm. Morgan	3 13
1 cask vinegar		Wm. Garrett	3 50
1 lot leather, &c. &c.	1 97	Geo. Adams 1 00 Wm. Morgan 97	1 97

EXHIBIT M.—Continued.

1 lot 3 empty barrels		James Adams	$1 62
do do do		Wm. Morgan	1 19
1 pr. sad irons		John Gray, jr.	81
1 lot of 5 reap hooks		Livingston Gardner	1 00
1 do 3 bee hives		Wm. Harden	5 50
1 do 3 do		Amos Dubose	2 25
1 do 4 do		Do do	5 94
1 do beegums		Do do	1 00
1 do lumber		Do do	3 75
1 do 20 mobby stands		A. Stewart	5 38
1 do 2 300 ft. lumber		William Hall	9 00
200 do do bs. corn	66	L. L. Hammond	132 00
150 bushels corn	66	Leroy Hammond	99 00
27 bales co. 8551 lbs. cotton	10	Isaac Randolph	855 00
1 easy chair		Robert McCombs	30 50
1 bedstead & furniture		James Panten	38 50
1 do & do		Lewis Calfrey	40 00
1 do & do		George Adams	79 00
1 do & do		Cook a Blackman	40 00
1 bathing tub		Reuben Reed	8 00
1 secretary		Patrick McDonall	30 00
1 hammock		Simon Chineng	5 00
1 doz. chairs		Barksdale Gardner	24 25
1 lot window curtains		George Adams	14 00
1 settee		Wm. Morgan	6 00
1 lot mahogany tables		Wm. Quarles	45 50
1 round do do		George Adams	9 75
1 do do do		Do do	7 00
1 lot bedstead paints, &c.		George Pearson	3 00
1 pr. tables		Do do	75
1 marion case		James Adams	5 00
1 spy glass		Duncan Mathison	11 00
1 lot likenesses and frames	16	Wm. Garrett	30 00
1 pr. oval looking glasses		Chas. Hammond	12 25
1 thermometer		Wm. Garrett	9 25
1 pr. candle shades		Lewis Calfrey	15 50
1 set dishes, plates, &c.		Benj. Hightower and E. Richardson	4 00
1 do knives, forks, &c.		John Gray, jun.	5 00
1 do candlesticks		Jeremiah Russy	4 00
1 do china and tea tray		Saml. Savage	9 00
1 looking glass		Cash to S. Savage	1 50

EXHIBIT M.—Continued.

1 close box		R. McCombs	$9 50
1 warming pan		Do do	2 25
1 pr. pists. bayonets		Wm. Ross	25 00
1 pr. do		John Gray, sen.	15 75
1 do and holsters		Stephen Garrett	24 50
1 double barrel gun		Duncan Matheson	31 00
1 single do do		George Pearson	6 50
1 backgammon table		Duncan Matheson	2 06
1 wine cooler, spitting pan, &c.		John Gray, sen.	2 00
Law of Executor's Wil.		Cash to J. G. jr.	1 50
Encyclopedia	36	Patrick McDonall	46 00
Domestic do		William Garrett	16 00
Blair's Serms.		Joshua Key	4 25
Scottish Chiefs		William Garrett	2 00
Baron Dtrt.		Do do	1 50
Varrel's Husbandry		George Pearson	2 31
Henry Fielding		William Garrett	5 75
Perregrine Pickle		John Torrance	3 50
Humphrey Clinker		William Garrett	1 25
Adams' Defence		Lewis Hammond	2 00
Don Quixotte, 3 vols.		F. M. Kinn p. R. Campbell	2 25
History of Man		Jeremiah Russy	4 00
Military Dictionary		George Parsons	1 31
Medical Companion		Amos Dubose	3 00
Medical Companion		A. Edmonds	2 25
Pindar's work		John Torronce	2 50
One volume		Cash J. G. jr.	1 75
Trader's Guide		William Garrett	31¼
Peter Porcupine		George Pearson	65
Staunter's Embassy		Henry Tate	2 62
History of Ireland		William Garrett	1 25
Barkley's Apology		George Pearson	1 00
Tradesman's Dictionary		Do do	56
Mair's Book-keeping		Simon Clements	1 06
Read's Digest		A. Edmonds	56
Dunkevaler's Gibraltar		Cash to J. G. jr.	1 50
A large book		Jeremiah Bussy	2 00
A lot 3 small books		L. L. Hammond	1 75
Jones' book-keeping		Joshua Key	50
System of Agriculture		John Gray, senr.	50
A lot of 3 books		Garrett William	3 00
Do do		Duncan Matheson	2 00
Do do		Joshua Key	1 00

EXHIBIT M.—Continued.

A lot of 3 books			Wm. Garrett	$0	62
1 Dictionary			Allen Addison		56
Map of the U. S. A.			William Garrett	5	25
1 pr. fire dogs, shovel and tongs			Geo. Pearson	10	25
1 do do, bannista chamb. pots			Enos Howard	1	25
1 set castors			Wm. Garrett	5	25
1 lot glass ware			A. Edmonds	3	62
1 trunk medicine			Cash to J. G. jr.	1	38
1 map of U. S. A.			George Pearson		36
1 set money scales			Richard Quarles	2	25
1 mahogany sideboard			John Curry	35	75
1 pr. saddle bags			Barksdale Gardnr.	4	81
2 do do			John Curry	2	00
1 iron chest			Duncan Matheson	50	00
1 bear skin			Wm. Ross	3	75
1 desk with drawers			J. Parter	18	19
1 table			Robert Hardy	1	69
Kitchen furniture			John Gray, sen.	29	00
1 spinning wheel			Benjm. Floyd	2	37½
1 do do cards			Cash to J. G. jr.	1	56
1 trunk			Wm. Ross	3	00
1 silver watch			Samuel Savage	25	50
1 troe, way flints, &c.			Enos Howard	1	94
149 lbs. iron	*a*	8	Britons Mims	11	92
10½ bus. peas	*a*	75	Wm. Hall pd. J. G. jr. $4	7	88
3 do do		75	John Gray, jr.	2	25
7 old chairs			James Jones	7	06
1 lot iron mongers			Enos Howard	3	81
1 pr. money scales			Saml. Savage	4	50
1 lot sheets, &c.			John Barlee	2	50
Oil cloth			George Pearson	1	10
1 lot phials, &c.			Cash to J. G. jr.		62
Chamber pots, &c.			L. L. Hammond		81
114 gallons brandy			Thomas S. Oliver	114	00
1 half bushel			Wm. Ross	1	13
1 cask with Madr. wine			E. Howard	8	00
1 lot straw			Duncan Matheson	1	00
And Fodder		950 m	George Livingston		
2 iron wedges			Cash to R. C.	1	12½
3 bales cotton, 449 lbs.	*a*	10	Isaac Randolph	94	90
1 keg of tobacco † 211, 121	*a*	c4	Patrick McDonall	4	84

EXHIBIT M.—Continued.

1 keg tob. † 136,139 *a*	7	A. B. Addison	$9 73
1 do do 81 lbs.	6½	Livingston	5 26
1 do do † 56,136	6¼	A. B. Addison	8 50
1 do do 180,135	7¼	Do do	9 79
1 large beam scales and weights		Joseph Hutchinson	27 00
40 bales 13,706 lbs. cotton *a*	10	Patrick McDonall, J. Hutchinson	1370 60
1 lot jugs & plates, &c.	68¾	Cash to S. Savage	69
Half barrel fish		Stephen Garrett	5 60
		Total amount is	$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22d, 23d, and 24th January, 1812. Edgefield, S. C.

SAMUEL SAVAGE,
PATRICK McDOWELL,
WM. ROSS,
DUNCAN MATHESON.

Exhibit O.—(*Exhibit O.*)

List of Notes and accounts belonging to the estate of William F. Taylor, deceased.

DATE.	NAMES.	AMOUNT.	WHEN DUE.
1811, January 17th.	Hunter & Hampton.	$110 00	1 January, 1812.
1809, Decem. 9th.	Jeremiah Hatcher.	15 00	Due in costs.
1810, Oct. 10.	Isaac Randolph.	75 20	10 April, 1811.
1 Nov. 1810.	William Morgan.	67 00	On demand.
24 Feb'y, 1810.	Do. do.	78 04	27 Feb'y, 1810.
6 Jan'y, 1810.	John Hammond.	30 00	6 Jan'y, 1811.
	Peter Roberson, notes & act.	31 68¾	
20 July, 1810.	W. W. Williams.	30 00	1 Sept'r, 1810.
21 Decem., 1805.	John Gorman, (dispute.)	20 00	21 December, 1806.
22 March, 1811.	William Garnett.	250 00	22 March, 1812.
30 July, 1810.	C. H. Thorn.	8 32	On demand.
31 May, 1809.	D. & S. Oliver.	550 00	1 Jan'y, 1811.
12 April, 1810.	E. & John Middleton.	100 00	25 Decem'r, 1810.
14 Jan'y, 1811.	Thomas Marbury, jun'r.	110 00	1 January.
10 Feb'y, 1810.	Benjm. Sill.	12 00	10 March, 1810.
17 Oct., 1810.	Nelson P. Jones, (dispute.)	100 00	1 Jan'y, 1812.
1 Feb'y, 1811.	James Livingston, (dis.)	88 68¾	4 Febr'y, 1811.
	Jesse Barter.	1 12½	
2 Sept'r, 1809.	Thos. H. Houles.	19 16	1 Jan'y, 1810.
8 March, 1811.	Henry Davis.	28 11	1 Jan'y, 1812.
16 April, 1811.	James M. Scott.	48 00	March, 1812.

EXHIBIT O.—Continued.

DATE.	NAMES.	AMOUNT.	WHEN DUE.
6 April, 1811.	Daniel Day.	$28 00	25 Decem'r, 1811.
	Amassa Baugh.	11 50	
	Jesse Barter.	14 00	
4 Sept'r, 1809.	Allen Robinson.	14 19	Due in 3 days.
27 June, 1810.	Thomas Huson.	10 83⅓	1 Jan'y, 1811.
16 November, 1810.	Wm. Pond.	25 00	16 Nov'r, 1811.
10 March, 1811.	Robert Livingston.	10 00	Due in 4 days.
	Alex. Stewart's notes & acts.	315 00	
	W. Garrett's notes & int. pd.	42 66	
20 May, 1809.	J. Gray, jr. & J. Gray, sen.	95 00	1 Jan'y, 1810.
10 May, 1803.	Stephen Smith, (dispute.)	28 18¾	1 Nov'r, 1803.
21 May, 1810.	Stephen Garrett.	128 33⅓	1 day after date.
	David Barnett, paid.	50 00	
	E. B. Holliway.	2 15	
	John Martin, jun'r.	2 50	
28 March, 1810.	Walter Abney, Wm. Abney, and others.	190 00	3 days after date.
1 Jan'y, 1811.	Isham Ronar.	31 69	3 days after date.
12 Sept'r, 1805.	A. Gourley, (dispute.)	120 00	On demand.
24 Decem., 1810.	Paterson & Swillivan.	50 00	12 M. after date.
5 Feb'y, 1811.	Sam. Savage.	445 06	Due in 10 days.
23 Sept'r, 1810.	Le Roy Hammond.	180 00	1 Jan'y, 1811.
30 Jan'y, 1808.	Donal Fraiser.	62 46	1 Jan'y, 1809.
30 Aug., 1806.	Hannah Huroe.	390 95	In 6 months.
19 Feb'y, 1811.	Thomas Webster.	20 00	Jan'y, 1812.
5 March, 1811.	Ditto ditto.	44 56¼	Int. from date.
22 Jan'y, 1811.	Ditto ditto.	70 00	" from date.
	Isham Rosur.	3 00	
	Engue Braunar. Acc'pt.	18 00	
	Thomas Webster.	24 37	
	John Talbert	18 00	
	George Purkeraup.	72 00	
	Robert Key, acc'pt.	12 75	
	John Mason, acc'pt.	44 06¼	
	James Moseley, (accept.)	18 00	
Received out of the iron chest of estate, - -		206 00	
Received from Jacob Danford, - - - -		7 50	
Grindstone sold at the sale of said estate, received in cash at the sale, - - - - - -		2 25	
William F. Taylor vs. John C. Mason & James Gowdy.	On execution in the sh'ff's office in this case, dated the 1st day of Feb'y, 1807, as per sh'ff's execution book,	2335 31	
William F. Taylor vs. Charles Martin.	John C. Mayson p'd Taylor,	160 00	
	Ditto ditto p'd ditto	900 00	
Execution—say balance of debt and int. -		$1060 00	
William F. Taylor vs. Rebecca Willison.	Debt, int. and cost, lost. - The above cases taken from the sheriff.	46 94	

EXHIBIT O.—Continued.

DATE OF NOTES.	AMOUNT.	
William Shinbolster's note, date 7th Sept'r, 1809, payable in 2 days, - - - - - -	$57 36	
Toliver Bostick, dated 31st Jan'y, 1810—3 days, balance, - - - - - - - - -	33 43	
Toliver Bostick, 18 June, 1810. - - -	53 47½	
B. W. Whitworth & Toliver Bostick, 1 Jan. 1811. Those four notes taken from a memorandum of William Nibbs, esq.	15 00	
$2,249 74½	$4,463 42½	
2,213 68½	2,551 06	
$4,463 42½	$7,014 48½	

SAM. SAVAGE,
One of the Executors of the estate of W. F. Taylor.

Exhibit P.—(*Exhibit P.*)

Returns of receipts for notes, &c., belonging to the estate of Wm. F. Taylor, esq., deceased, now in the hands of Wm. Ross, one of the executors of said estate—Augusta, February, 1812.

Receipt, John Cashin, 3 January, 1810, for Charles Wheeler's receipt for a note of John H. Lowes, due the 11th April, 1806, for - - - -	$18 49
Also a note of hand of said Wheeler's, payable the 25th December, 1808, for $15 - - -	15 33 49
Receipt, Patrick M. Dowell, 29 Oct., 1810, for Benjamin Maurice's note, dated 15th August, 1810, payable 90 days after date, for - - -	811 15
Received from Patrick M. Dowell, by Wm. F. Taylor's, November 23, 1810 - - - -	800 11 15
Received, Duncan Matheson, for four kegs manufactured Tob., 357 lbs. - - - - - -	20
Ditto for Hill & Allen's debt, balance due - -	–
Receipt, Patrick M. Dowell, 25 August, 1810, for two kegs manufactured Tob., for which he is to be accountable - - - - - -	–
A certificate for twenty-five shares in the Augusta bank, upon which seventy dollars pr. share has been paid, N. 68, dated the 1st February, 1811.	1,750 00
N. B.—No value being put to the tobacco for which Mr. Matheson & Mr. M. Dowell have granted receipt, it is not extended in this account.	
Carried forward,	$1,814 64

EXHIBIT P.—Continued.

Returns of notes and bonds belonging to the estate of Wm. F. Taylor, esq., deceased, in the hands of Wm. Ross, one of the executors of said estate, on the 1st February, 1812.

Amount bro't forward,	$1,814 64
John B. Barnes' 2 notes	301 00
Hugh Futterton's note	50 00
James Butts' note, bad	7 10
Jamieson Andrews' note, bad	80 15
Thomas Cox's note, do	28 00
Patrick M. Dowell's note,	25 82½
James Chron's note doubtful	750 00
Lewis Culfrey's do	158 00
John Cattlet & William Micon	750 00
Dreadzeal Pace's note	631 00
John Stewart's note, bad	68 50
Duncan Matheson's note	304 00
George Adams & D. Matheson's receipt for the same, 18 Nov., 1810	190 00
Henry F. Harris & Thomas Mathius	440 00
William N. Bugg's note	175 00
Doctor M. Fendall, doubtful	200 00
James Hunter	388 81½
Robert Lamar's 2 notes	19 98½
Bonds.	
Thomas Gardner, B. M. Binne, & Sam. Burnett	1,558 00
James Gardner & M. Binne, &c.	1,055 18
Felix & John M. Binne	807 85
Joseph Hutchinson & John Howard	1,397 60
Isaac L. Roche & Thomas Oliver's	766 00
Thomas S. Olivers & Isaac L. Roche	114 00
George Adams & Lewis Calffrey	113 19
George Adams & John Easkin	73 00
Lewis Culfrey & George Adams	330 00
William P. Jackson & William Samuel	71 00
George Allen & Sam. Lowther	93 00
George Walker & George Walton	88 00
	$6,466 82
Carried forward,	$12,848 73¼

EXHIBIT P—Continued.

Return of open accounts belonging to the estate of Wm. F. Taylor, esq., deceased, in the hands of Wm. Ross, one of the executors of said estate, with 1st February, 1812.

Persons names.	Amount.	Persons names.	Amount.
Amt. brot. forward	$12,848 73¼	Amt. brot. forward	$13,439 45½
Mary Robertson -	2 68¾	Cada Curry -	8 37½
William Morgan -	10 10	Robert Livingston	7 00
John Temples, jr.	2 37½	Ezekiel Clemence	8 50
Charmell Horn -	2 00	Joseph Henderson	102 62½
William Hillard -	5 25	Jeremiah Fraser -	2 00
Michael Vessels -	5 50	Wm. Mountcastle	18 00
Benjamin Grumbles	7 08	Alexander Stewart	8 75
Hightower Davis -	2 87½	William Pond -	7 00
Tarleton Cannon -	3 75	Mathew Dalton -	13 06¼
William Hardin -	5 25	Douglass Huff -	50
David Bunch -	8 62½	Isham Bozor -	3 95
Abraham Pearce -	4 25	John Hammond -	6 31¼
Hezekiah Abbot -	1 12½	Isham Jones -	2 12½
Richard Curvington	2 37½	Moses Pearce -	1 87½
Joshua Horn -	1 00	Jesse Bartee -	2 37½
John Temples -	25	Floyd Jarvis, bad	7 12½
Micajah Phillips -	2 00	LeroyHammond,jr.	1 25
George Adams -	523 98	Henry Davis -	5 25
John Bartee -	25	William Hall -	12½
Carried forward	$13,439 45½		$13,645 65¾

WM. ROSS.

GEORGIA, *Richmond county.*

Sworn to before me.

ISAAC HERBERT, *J. P.*

SOUTH CAROLINA, *Edgefield District:*

I do hereby certify that the foregoing instruments of writing contain a true copy of the original inventory's sale bill, and a list of bonds, notes, and accounts, belonging to the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal (there being no seal of office) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

THE STATE OF SOUTH CAROLINA.

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that Oliver Towles, esq., whose seal and signature appears on the eighteenth page of the six sheets of paper hereunto attached, is the judge of the court of Ordinary in and for the district of Edgefield, in the State aforesaid, commissioned by letters patent under the great seal of the State, that his certificate is in due form and by the proper officer. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificate as such.

In testimony whereof I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, [L. S.] the nineteenth day of January, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the governor: PATRICK NOBLE.
B. H. SAXON, *Secretary of State.*

(*Exhibit N.*)—Exhibit N.

DR. *The estate of William F. Taylor, deceased, in account with Samuel Savage, executor.* CR.

1811.			
Aug. 22		To cash paid—my expenses with Capt. Taylor's boy going to Edgefield -	$3 37½
Sept. 27		To cash paid—my expenses going down to have the property appraised -	5 50
Oct. 3	V	To cash paid E. Bacon - -	1 00
1812.			
Jan. 17		Cash paid—my expenses going down to the sale; gone 14 days - -	12 00
April 1	V	Do. paid Isaac Randolph my expenses at spring term, 1812 - - -	5 25
"		Do. my expenses going and returning -	1 75
Mar. 31	V	Paid printer for advertising sale - -	47 12½
"	V	Paid tax for year 1811 - - -	15 43¾
30	V	Paid Thomas Webster - - -	26 50
"	V	Do. paid do. his part of the crop of cotton made 1811 - - -	96 70
July 6		Ditto paid my expenses to Augusta on business of the estate - - -	8 00
2	V	Ditto paid for blank mortgages - -	1 50
		E. excepted. SAMUEL SAVAGE, *Ex'or.*	$224 13¾

The within examined and sworn to the 22d day of August, 1812, and find vouchers for every item noted with the letter V near the left-hand margin.

JNO. SIMKINS, *O. E. D.*
SAML. SAVAGE, *Executor.*

1811.			
Aug. 26	By cash received of the estate - -		$206 00
Oct. 3	" of E. Branon - -		5 00
30	" from J. Randolph -		15 00
1812.			
Jan. 21	" of Wm. Garrett -		42 66
"	" of David Barnett -		50 00
"	" of James Mosely -		18 00
24	" of Thomas H. Howle -		5 00
Mar. 30	" of Thomas Webster -		123 20
"	" of Allen Robertson -		5 00
"	" of Alxr. Stewart -		20 00
"	" of Stephen Garrett -		145 67
"	" of John Swillivan -		30 00
"	" of John Hammond -		30 00
31	" of Wm. Garrett -		100 00
"	" of D. & S. Oliver's note -		200 00
April 1	" of Benj. Hightower, esq., in part of note put in his hands to collect		20 00
July 3	By cash received of Wm. Haw, the first payment of his land - - - -		322 31
"	By cash received of ditto ditto, his note due *due* next January - - -		11 00
25	Received of Thomas Cobb, on account of an ex'on Wm. F. Taylor vs. Charles Martin.		387 00
Jan. 1	Received of the estate of Donald Frazer, dec'd		26 65
			1,762 49
	Deduct amt. brought from other side -		224 13¾
	To my commissions on $224 13¾, paid away *a* 2½ per cent	$5 50	1,538 35¼
	To my commissions on $1,762 49, money collected	44 06	
			49 56
1812.			$1,488 79¼
Aug. 3	Cash pd. Wm. Nibbs, esq., as per receipt -		2 25
	Due the estate		$1,486 54¼

SOUTH CAROLINA, *Edgefield District:*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of *of* Saml. Savage, ex'or of the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal (there being no seal of office) this 14th day of January, 1839.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Sam'l. Savage, executor, the 22d day of August, 1812.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of William F. Taylor, deceased, in account current with Samuel Savage, Ex'or.* CR.

1812.			
Aug. 22	V	To cash paid John Simkins - -	$5 37½
"		To my expenses going to Edgefield to return my first account - -	3 25
Dec. 14		To my services & finding my own horses a journey to Kentucky on business of the estate, where the estate has thirty-four law suits depending for 4,400 acres land - - - - -	300 00
"		To my expenses going to Kentucky and	
1813.		back on business of the estate, as per	117 43¾
Feb. 8	V	bill, absent 40 days - - -	
"		To cash paid James Wardlow, as per receipt - - - - -	15 09
March 3		To ditto paid my expenses to Edgefield and Augusta on the estate's business	10 00
1	V	To cash paid my expenses to Edgefield court house; gone 5 days - -	5 50
29	V	To cash paid Peter Robertson his act.	33 50
"	V	To ditto paid Edward Collier - -	5 00
"		To ditto paid Wm. Pond - - Wm. Ross' receipt given to Wm. Pond for money he received when I held Pond's note for, which he (Mr. Ross) has passed to the credit of the estate	3 00
30	V	Cash paid Robert Key - - -	36 00
"	V	Ditto paid Le Roy Hammond, junr. -	11 87½
31		Cash paid my expenses at March term, 1813, at Edgefield - - -	8 25
			5 25

949

STATEMENT—Continued.

1813.			
Mar. 31		My expenses going to the same court & returned home - - -	$2 00
June 13	V	Cash paid B. C. Yancy - -	55 00
			616 52¾
		Amt. of my comms. on rec'd and paid out a 2½ per cent. - - - -	118 24¼
			$7,34 77
1812.			
Aug. 22		By bal. due the estate as per my last return	$1,486 54¼
"		By cash received of Wm. Morgan, note & interest - - - - -	75 50
Sept. 6		By cash rec'd of H. Davis - - -	29 34
Oct. 24		of Walter Abney and others, ditto -	258 39
1813.			
Feb. 3		of Britton Mims, on his bond -	37 57
"		of Jno. Sullivan, bal. of his note -	25 62½
4		of Jno. Grumbles, in part of bond -	31 00
"		of Col. Hammond, on ditto -	21 75
"		of Musco Livingston, on ditto -	100 00
6		of Benjamin Davis on note -	4 25
"		of James Scott, his note -	51 00
"		of Thomas McKie, on bond -	690 00
"		of William Quarles, on do. -	2 00
March 1		of Lewis Holliday, his ditto	30 00
"		of William Morgan, on bond -	45 16
"		" " on his note -	14 00
"		of John Delauter, on bond -	14 67
"		of Simon Clements' note -	5 62½
"		of Thomas McKie's bond -	110 00
"		of William Evans, on do. -	15 00
"		of Jno. Wootten, on do. -	130 00
"		of B. & L. Gardner, 2 notes -	30 00
"		of Thomas Webster's note -	20 00
"		of Benj. Hightower's note -	4 00
"		" " on bond -	100 00
"		of John Key, on ditto -	200 00
"		of Peter Robertson's account -	30 50
"		of Thomas Key's note -	10 25
"		of Joshua Key's note -	5 81¼
29		of Wm. Pond, as per Ross' receipt -	39 00
"		of James Jones' note -	4 12½
"		of James Panton's bond -	38 93
			$3,047 43¼

STATEMENT—Continued.

1813.	Amt. bro't. forward - - -	$3047 43¼
Mar. 29	By Moses Tullis, on bond - -	90 00
"	Wm. Olds, do - -	110 00
"	Jno. Curry, do - -	50 00
"	Jno. Torrence, on note - -	6 00
"	J. H. Russey, do - -	10 18¾
"	Jno. Hammond, do - -	2 50
"	Thomas McKie, on bond - -	170 00
30	Col. LeRoy Hammond, on bond -	137 50
"	William Garrett, on note - -	153 60
"	Hampton & Hunter, on note - -	50 00
"	John Gray, senr., on bond - -	73 74
"	James Moseley, on note - -	12 50
"	Robert Key, on account - -	12 75
"	John Key, on bond - - -	200 00
"	John Grumbles, on note - -	4 88
"	Robert Hardy, do - -	7 00
"	F. Hill, do - -	8 00
"	L. L. Hammond, do - -	4 56¼
"	Do on bond - -	60 00
"	D. &. S. Oliver, on note - -	150 00
"	LeRoy Hammond, jr. - -	18 22
31	Isaac Randolph, on note - -	69 83
"	Do do bond - -	130 17
May 6	R. Frasers, on note - - -	5 00
"	Musco Livingston, on bond - -	100 00
7	Jno. Cook & Brittain Mims, on bond -	31 00
13	Benjamin Grumbles, on bond - -	20 00
"	William Olds, on bond - -	235 00
14	E. Doolittle, on note - - -	7 00
"	Charles Hammond, on note - -	13 25
"	John Key, on bond - - -	270 00
June 15	Jno. Jeter, the case ex'ors of Taylor *vs.* Addison and Reed - -	24 00
		$5,900 28
	Deduct amount from other side -	734 78
	Due the estate - - -	$5,165 50

The within examined and sworn to, 2d day of August, 1813, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SAM'L SAVAGE, *Ex'or.*

950

SOUTH CAROLINA, *Edgefield District:*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand, and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, executor, the 2d day of August, 1813.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor, deceased, account with Sam'l Savage, executor.* CR.

1813.				
Aug. 2	V	To cash paid John Simkins - -		$1 18¾
"	V	Stanmore Butler -		5 50
"	V	John S. Jeter, esq. -		6 43¾
"	V	John Bartee - -		15 50
"	V	William Morgan -		38 88
"		To my expenses going to Edgefield c't house, while there, and returning		8 50
				76 01
		My commissions on - -	$76 01	
		Do do - -	2,554 11	
				63 75
			2,630 12	
				141 76
		My commissions on - -	$322 75	
		At 2½ per cent - - -		8 06
				149 82

SAM. SAVAGE, *Executor.*

	By balance due the estate, as per my last		
1813.	account - - - -		$5,165 50
Aug. 2	By cash received of John Key - -		180 00
"	John Curry -		83 97
"	Michael Shanon -		2 62½
"	John Bartee -		20 75
"	Hunter & Hampton		70 91½
"	William Morgan -		38 88½
"	William Hardin -		8 87½

STATEMENT—Continued.

1813.			
Aug. 2	By cash received of	James F. Adams -	$8 98
"		Thomas Webster -	69 37½
"		Minter & Terry -	42 72
"		James Jones -	79 00
"		Addison & Reed -	45 00
Oct. 4		John Morgan -	24 20
Nov. 25		Moses Tullis -	123 50
Dec. 7		William Garrett -	1,118 24
"		Alex'er Edmonds -	7 25
31		Rich. Quarles, small note - -	49 70
Jan. 4		Thos. McKie -	286 00
Feb. 16		Sam'l Savage -	24 00
14		Murphy Kerbly -	270 12½
			7,719 61
1814.			
Mar. 25	By cash received from E. & John Middleton's note - - - . -		122 75
"	By cash rec'd from D. & S. Oliver, note -		200 00
			8,042 36
	Deduct amount from the other side -		149 82
	Due this estate - - -		$7,892 54

The within examined and sworn to, the 7th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the foregoing instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand, and private seal, (having no seal of office,) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 7th day of April, 1814.

JNO. SIMKINS, *O. E. D.*

Dr. *The estate of Wm. F. Taylor, deceased, in account with Sam'l Savage, executor.* Cr.

1814.		
April 8	To cash paid Jno. Gray, jr., as per his account rendered - - -	$40 00
	To my expenses in going to Edgefield court, April term, 1814, also to Augusta	10 00
7	To cash paid Edmunds, his account and order in favor of Wm. Garrett -	10 00
Nov. 4	To cash paid Wm. Covington, expenses going to Edgefield court on business of the estate - - - - -	4 00
		64 00
	Paid out - - $64 00	
	Received - - 1,935 62	
	My commission on this sum - $1,999 62	
	At 2½ per cent., is - - -	49 99
		$113 99

SAM. SAVAGE, *Ex'or.*

1814.		
April 6	By cash due the estate, as per my account returned - - -	$7,892 54
"	cash received of Jno. Delaughter and int. - - - -	31 42
7	John Cook's note - - -	10 00
"	Thomas H. Howle - - -	18 80
"	D. & S. Oliver - - -	50 00
"	John Gray, jr. - - -	28 62
"	William Morgan - - -	50 00
9	Lewis Hammond - - -	78 30
"	Major Thorn - - -	11 87
10	M. Livingston - - -	100 00
	Robert Livingston - - -	12 10
"	Do do on bond - -	108 75
"	Wm. Morgan - - -	48 61
"	Ostin Bunch - - -	5 50
June 13	Daniel Day - - -	32 41
14	Thomas Marbury - - -	54 50
Nov. 4	D. & S. Oliver - - -	45 81¼
	Received by the hands of Wm. Covington, from the sheriff of Edgefield district, executor of Taylor *vs.* Wooten, M & Day - - - -	365 00
	Same *vs.* C & Johnson - -	72 93

STATEMENT—Continued.

1815.			
Jan'y 1	Received in the case executors of Taylor *vs.* F. Reynolds - - -		$600 00
17	By cash received in the case executors of Taylor *vs.* J. Bulluck - - -		156 00
			$9,828 16¼
	Deduct amount from the other side -		113 99
	Balance due the estate - -		$9,714 17¼

The within examined and sworn to, the 3d day of April, 1815. No vouchers.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District:*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of the estate of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—The account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, ex'or, the 3d day of April, 1815.

JNO. SIMKINS, *O. E. D.*

DR. *The estate of Wm. F. Taylor, in account with Sam'l Savage.* CR.

1815.				
April 3	V	To cash paid J. Simkins, as per receipt		$2 37½
"	V	Wm. Nibbs, as pr. receipt		15 00
11		To my expenses going, and attending Edgefield court, and to Augusta		12 00
				29 37½
		My commissions on this am'nt paid out - - -	$29 37½	
		My commissions on the am'nt received - - -	3,076 09	
			$3,105 46½	
		Commissions 2½ per cent., is -		77 62
				$106 99½

SAM. SAVAGE, *Executor.*

STATEMENT—Continued.

	By balance due the estate, as per my last account returned - - -	$9,714 17½
1815.		
April 3	cash received Benj. Grumbles -	30 00
4	in the case Ex'ors *vs.* F. Reynolds - -	127 00
"	of Benj. Hightower -	200 00
"	Wm. Halls - -	250 00
"	Wm. Morgan -	50 82
"	Do do -	10 00
7	A. Stewart - -	200 00
8	Charles Randolph -	9 00
May 15	Wm. Williams, bond	30 00
June 10	B. C. Yancy and int.	451 42
"	By cash of B. C. Yancy, att'y, collected from Day & Scott - -	700 00
Oct. 30	W. Hand, bond and interest -	151 50
"	Isaac Randolph { paid Capt. Hammond on 20th May, 1815. }	200 00
"	John Key { paid Capt. Hammond on 20th May, 1815. }	200 00
"	Do in firm - -	191 34
"	John Gray, note and int. -	133 42
31	E. Howard et al., two notes and interest - -	17 55
"	A. Dubose, note and interest	18 54
"	J. Livingston, small note and interest	5 50
"	A. Stewart - - -	100 00
		$12,790 26½
	Deduct amount from the other side -	106 99½
	Due the estate - - - -	$12,683 27

The within account examined, sworn to, and passed, the 31st day of October, 1815, and find vouchers for the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

South Carolina, *Edgefield District:*

I do hereby certify that the within instrument of writing contains a true copy of the original accounts current of Sam'l Savage, executor of William F. Taylor, deceased, now of record in my office.

[Rec. lxxii, J. T. 1843.]—10

Given under my hand and private seal, (there being no seal of office,) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—The within account current rec'd in the Ordinary's office, on the oath of Sam'l Savage, executor, the 31st day of October, 1815.

JNO. SIMKINS, *O. E. D.*

Dr. The estate of Wm. F. Taylor, in acc. current with Saml. Savage. Cr.

1815.				
Oct. 31	V	Cash paid J. Simkins as per receipt		$1 18¾
		My expenses going to and attending Edgefield court and returning, October term, 1815 - - -		5 00
1816.				
Feb. 5	V	Cash paid M. Mims - -		22 17
Feb. 12		My expenses to Edgefield court house and Augusta on business of the estate, 9 days - - -		21 75
Mar. 19	V	Cash paid the taxes of the estate as per receipt - - - -		55 00
		My expenses at Abb. court, March term, on business of the estate -		5 00
			$3,607 28	$110 10¾
			110 10¾	
		My commissions on	$3,717 38¾	
		at 2½ per cent. is - - -		92 93
				$203 03¾

SAM. SAVAGE, *Executor.*

1815.			
Dec. 6	By cash rec'd of B. Grumbles, M. Mims		$50 00
24	J. C. Mayson et al. on an execution - -		500 00
1816.			
Jan. 16	W. Nibbs, esq. in full of Bostick's note and int. - - - -		131 00
Feb.	By cash rec'd of B. Hightower - -		100 00
5	in the case against W. W. Williams - -		20 40
"	B. Grumble's bond & int.		162 65
6	J. Cook's note and int.		33 71
"	sheriff in the A. Dubose and Tullis - -		1,000 00

STATEMENT—Continued.

1815.		
Feb. 6	By J. S. Jeter on W. and Robt. Samuel case - - - -	$120 00
9	Musco and R. Livingston - -	100 00
10	W. W. Olds - - - -	110 00
"	Stephen Garrett's note and int. -	35 70
16	Samp. Butler and J. Power's bond and interest - - - -	501 82
Mar. 19	W. Evans - - - -	15 00
"	J. S. Jeter, esq. the bal. of W. and Robt. Samuel's bond and interest	207 00
"	Nelson P. Jones's note - -	50 00
"	In part of the execution vs. J. C. Mayson et al. - - - -	450 00
"	B. C. Yancy the bal. on Day and Scott's bond - - - -	20 00
		$3,607 28
	Deduct amt. from other side - -	203 03¾
		$3,404 24¼
	Balance of my last account - -	12,683 27
	Due the estate - - -	$16,087 51¼

South Carolina, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day of January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd in the Ord'y's office on the oath of Saml. Savage, ex'r., the 26th March, 1816.

JNO. SIMKINS, *O. E. D.*

Dr. The estate of Wm. F. Taylor, in account with Samuel Savage, ex'or. Cr.

1816.			
Feb. 9	V	To cash pd. Samuel Taylor under a compromise in the presence of Nicholas Ware and R. R. Reid, esqrs. of Augusta - - - -	$5,300 00
Mar. 26	V	Cash paid John Simkins as per receipt	1 18¾

STATEMENT—Continued.

1816.			
Mar. 26		Cash paid Saml. Taylor under the same compromise in the presence of Christian Breithanpt and Wm. Thomas, esqrs. - - - -	$4,700 00
	V	To cash retained in my hands (in favor of my son as per Saml. Taylor's letter to me,) with the interest from the 21st of January, 1812, (being the date of the sale of said estate,) to the present date, viz. 4 years and 2 months - - -	520 38
27	V	To cash paid J. Hatcher per receipt -	20 55
		To cash paid my expenses going to Edgefield court, March term, 1816	6 00
July 19		To cash paid Wm. Shaw, (the amt. of which remained in the hands of Wm. Taylor, dec'd., adm'r. of the estate of Dr. Hudson,) after paying Mrs. Shaw's note (formerly Mrs. Hudson	241 50
			$10,789 61¾
		To my commissions on $10,789 61¾ at 2½ per cent. - - -	269 74
		To my commissions on $3,394 60½ rec'd, at 2½ per ct. - -	84 86
			$11,144 21¾

SAM. SAVAGE, *Ex'or.*

1816.		
Mar. 26	By balance due the estate as per my last return - - - - -	$16,087 51¼
"	By cash received in part of the executors vs. Dubose and Tullis - - -	185 00
"	By ditto, ditto, of Benjamin Hightower the balance of his bond and interest -	205 00
	By ditto, ditto of A. Stewart's note and interest - - - - -	91 50
27	By cash rec'd of Isaac Randolph, part of his bond - - - -	272 50
"	By cash received of Hancock and Hardy the balance of their note and interest	31 48
"	By cash rec'd the interest of Wm. Evan's note - - - - -	3 25
"	By cash rec'd of J. Hatcher - -	15 00

STATEMENT—Continued.

1816.		
Mar. 27	By cash rec'd of Wm. Owld's the balance of his bond and interest - -	$1,473 00
"	By cash rec'd of C. Breithanpt's bond compromised with Saml. Taylor - -	500 00
July 19	By cash rec'd of Wm. Shaw in part of his bond - - - - -	241 50
Oct. 24	By ditto of Wm. Shaw by the hands of B. F. Whitner, esq. in part of his bond -	200 00
25	By ditto of James Ross in part of his note	43 00
Nov. 3	By cash rec'd from the sheriff of Edgefield district, the amount of Thomas and Bussey's note and interest - -	73 37½
4	By cash received of the sheriff aforesaid in part of the case of the Ex'or vs. Dubose and Tullis - - -	60 00
		$19,482 11¾
	Deduct amount from the other side -	11,144 21¾
	Balance due the estate - - -	$8,337 90

The within examined and sworn to the 3rd day of February, 1817, and find vouchers for every item noted with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of William F. Taylor, deceased, now of record in my office. Given under my hand and private seal, (there being no seal of office,) this 14th January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This account current rec'd in the Ordinary's office on the oath of Saml. Savage, ex'or., the 3d day Feb'ry., 1817.

JNO. SIMKINS, *O. E. D.*

DR. The estate of Wm. F. Taylor, in account with Sam'l Savage, ex'or. CR.

1818.			
Feb. 3	V	To cash paid J. Simkins - - my expenses going to Edgefield court and returning -	$1 12½ 13 50

STATEMENT—Continued.

1818.			
Feb. 3	V	Taxes for the year 1816 - -	$22 22
		My commissions on $678 25 at 2½	16 95
			$53 79½
		SAM. SAVAGE, *Executor.*	
1817.			
Feb. 3		By bal. due the estate as per my last return - - - - - -	$8,337 90
4		Cash rec'd from Isaac Randolph the balance of his and interest - -	467 11
16		Rec'd of Nelson P. Jones in part note	60 00
		Balance of James Ross's note and interest - - - -	24 30
1818.			
Jan. 12		Of the sheriff for J. Martin in part of J. S. Glascock's bond - - -	90 00
			$8,979 31
		Deduct amt. from the other side -	53 79½
			$8,925 51½

The within examined and sworn to, the 2nd February, 1818, and find vouchers for every item noted with the letter V near the left hand margin.

JOHN SIMKINS, *O. E. D.*

South Carolina, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd in the Ordinary's office on the oath of Saml. Savage, ex'or, the 2nd day of February, 1818.

JNO. SIMKINS, *O. E. D.*

955

DR. The estate of Wm. F. Taylor, dec'd, in account current with Samuel Savage, ex'or. CR.

1818.			
Feb. 2	V	To cash pd. J. Simkins - -	$1 12½
		My expenses in going to Edgefield ct. house - - -	14 50
10	V	pd. Wm. Lomax - - -	25 00
"	V	Geo. Bowie - - -	10 00
"	V	Alexd. Bowie - -	20 00
"	V	Thomas Herron - -	7 00
Mar. 10	V	M. Mims as per rec't. -	5 00
		Commissions on $1,237 75 at 2½ pr. ct.	30 94
			$113 66½

SAM. SAVAGE, *Executor.*

1818.		
Feb. 3	By balance due the estate as per my last return - - - - -	$8,925 51½
"	Cash rec'd in part of the case against Mayson and Gondy - -	431 00
"	E. Branon's note - - -	12 00
"	J. Talbert's note and int. - -	21 18¾
5	R. Quarles' bond - - -	500 00
	T. Herron's note - - -	7 00
Mar. 9	The interest on R. Quarles' bond -	128 87½
10	Balance of the case vs. John S. Glascock, jun. - - - -	37 64
"	Wm. W. William's bond and interest	18 00
		$10,080 64
	Deduct the amt. from the other side	113 66½
		$9,966 97½

The within examined and sworn to, the 11th March, 1818, and find vouchers for every item noted with the letter V near the left hand margin. JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Savage, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*) This acc. current rec'd in the Ord'y's [office] on the oath of Saml. Savage, ex'or, the 11th March, 1818.

JNO. SIMKINS, *O. E. D.*

Dr. The estate of Wm. F. Taylor, dec'd, with Saml. Savage, ex'or. **Cr.**

1818.			
Mar. 11	V	To cash paid Ordinary - -	$1 75
	V	Cash paid Butler and Brooks -	23 62½
	V	Cash paid Butler and Hammond -	16 00
14	V	Cash paid James Day - -	2 50
		Expenses to Edgf'd c. h. and to Augusta - - -	25 25
22	V	Cash paid M. Mims, clerk, &c. for costs - - -	17 18¾
	V	Cash paid the clerk - -	1 56¼
			87 87½
		My commission on $10,393 42½ at 2½ per cent. - - - -	259 82
		Ditto on $87 87½ is - -	2 18
			$349 87½
	V	Cash paid the Ordinary - -	1 18¾
		Expenses at Edgefield ct. house -	5 00
April 22	V	Cash paid Adam Hutchison, att'y, for the parties interested - -	10,037 36¼
			$10,043 55
1818.			
Mar. 14		By balance due the estate as per last return - - - - -	$9,966 97½
		Cash rec'd of adm'rs L. Hammond -	1 80
		Ditto rec'd of adm'r Wm. Hall, it being the last of his bond and int., after deducting $200 under a compromise of a land case - - - -	246 45
			$10,393 42½
		Deduct amt. from the other side -	349 87½
			$10,043 55
		Amount balanced - - -	$10,043 55

950

This acc. current rec'd in the Ordinary's office, on the oath of Saml. Savage, exc'r, the 22d April, 1818, and find vouchers for every item marked with the letter V on the left hand margin.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield District.*

I do hereby certify that the within instrument of writing contains a true copy of the original account current of Sam'l Samuel, executor of William F. Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 14th day January, 1839.

OLIVER TOWLES, [SEAL] *O. E. D.*

Endorsed: This account current rec'd in the Ordinary's office on the oath of Sam'l. Savage, ex'or, 22d April, 1818.

JOHN SIMKINS, *O. E. D.*

THE STATE OF SOUTH CAROLINA.

By his excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that Oliver Towles, esquire, whose seal and signature appear on each of the ten sheets of paper hereunto attached, is the judge of the court of Ordinary in and for the district of Edgefield, in the State aforesaid, commissioned by letters patent under the great seal of the State, that his said certificates are in due form and by the proper officer. Therefore, all due faith, credit, and authority, is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town of [L. S.] Columbia, the nineteenth day of January, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the Independence of the United States of America.

By the governor: PATRICK NOBLE.

B. F. SAXON, *Secretary of State.*

(*Exhibit T.*)—Exhibit T.

Received of Samuel Savage, executor of the estate of Wm. F. Taylor, deceased, the sum of ten thousand and thirty-seven dollars and thirty-six and one quarter cents, in full of his actings and doings on the said estate up to this date, as per his account current this day rendered to the Ordinary of Edgefield district. I say, received by me this twenty-second day of April, anno domini, 1818.

SAMUEL TAYLOR,
WILLIAM RAINEY, and
MARY RAINEY, his wife.
Per ADAM HUTCHISON,
Their Attorney.

Test: JOHN S. JETER, M. MIMS.

[REC. LXXII, J. T. 1843.]—11

(Exhibit S.)

GEORGIA, CITY OF AUGUSTA:

Whereas, Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, and Samuel Taylor, brother of the said William F. Taylor, deceased, for himself, and in behalf of his sister Mary Rainey and her husband William Rainey, of Scotland, being desirous of adjusting the affairs of said estate, so far as have come to the hands of the said Samuel Savage, consent and agree, that the said executor shall pay over to the said Samuel Taylor, at this time, as much money as he can spare, and on or before the first of April ensuing, to pay over all the money that may be collected on account of said estate. The said Samuel Taylor, for himself, and in behalf of his said sister Mary and her said husband, doth hereby consent and agree, on receiving from the said executor all the moneys that can be collected by the first of April next, to allow the said executor two years from this time, to close the remaining business of said estate, and for the money heretofore deposited in the Bank of Augusta, and which has since been put out at interest, no interest will be required of the said executor for said money during the time the same remains in bank, and all money which may be collected hereafter by the said executor, no interest will be required, provided, the same shall be paid over to the said Samuel Taylor, or his lawful agent, in a reasonable time after the same shall have been collected. The said executor hath permission to compromise all doubtful claims or debts due to the said William F. Taylor, in his lifetime, or any litigated cases relating to the recovery of lands in South Carolina.

Given under my hand this 9th of February, 1816.

SAMUEL TAYLOR,
For himself, and for my sister,
MARY RAINEY, and
WILLIAM RAINEY, her husband.

Test: NICHOLAS WARE.

(*Exhibit Z.*)—Exhibit Z.

EDGEFIELD, *March* 26, 1816.

MR. SAMUEL SAVAGE:

SIR: You will be so good as to take of the estate of my deceased brother, Wm. Forbes Taylor, four hundred and two dollars and eighty-eight cents, with the interest which has accrued thereon from the date of the sale of said estate, and place or put it to the best use for the benefit of your son, William F. Taylor Savage, in schooling, and such books as he may want, and this shall serve and be your voucher for me on a final settlement of the estate.

I am, yours,
SAMUEL TAYLOR.

(*Exhibit G.*)—Exhibit G.

Letter of Attorney.

Samuel Taylor, to Adam Hutchison and Peter Bennoch.

GEORGIA, *City of Augusta:*

Know all men by these presents, that I, Samuel Taylor, of Scotland, in the Kingdom of Great Britain, but at present of the city of Augusta, and State aforesaid, have ordained, constituted, and appointed, and by these presents doth ordain, constitute, and appoint, and so far as I am authorized, do ordain, constitute, and appoint, for my sister Mary Rainey and her husband William Rainey, also of Scotland, Adam Hutchison and Peter Bennoch, or either of them, my true and lawful attorney, and so far as I can, the true and lawful attorneys of my said sister and her husband, to ask, demand, sue for, recover, and receive all such sum or sums of money which were due, or may become due, and owing to the estate of the said William F. Taylor; and on receipt thereof to execute and deliver receipts, or other discharges for the same; and also to sue for, or prosecute all actions necessary for the recovery of the real estate in the State of Kentucky, belonging to me and my sister, her husband, William Rainey, and for the recovery of which, a suit is now pending in the State of Kentucky; and I do for myself, and so far as I am authorized, ratify and confirm whatsoever my said attorneys or either of them, may do or cause to be done in the premises; and I do by *by* these presents, so far as I am authorized, revoke, annul, and set aside a power of attorney here before made and executed by my said sister and her husband, William Rainey, to Patrick McDowall of the city of Augusta, aforesaid.

Given under my hand and seal this 2d April, 1816.

SAMUEL TAYLOR.

Test: NICHOLAS WARE.

SOUTH CAROLINA, *Edgefield District:*

Personally appeared before me, Nicholas Ware, and *me* oath on the Holy Evangelists of Almighty God, that he did see Samuel Taylor sign, seal, and deliver the power of attorney on the preceding pages to Adam Hutchison and Peter Bennoch, and did sign the same as a witness.

NICHOLAS WARE.

Sworn to before me this 20th day of April, 1818.

W. JETER, *Q. U.*

Recorded 22d April, 1818.

SOUTH CAROLINA, *Edgefield District:*

I, Geo. Pope, clerk of the court of common pleas and general sessions, for the district aforesaid, do hereby certify the foregoing to

be a correct copy of a letter of attorney from Samuel Taylor to Adam Hutchison and Peter Bennock, as will appear by the remains of record thereof, of book M. M. page 57.

[L. S.] Given under my hand and seal of office at Edgefield, C. H., this 2d February, 1839.

GEO. POPE, *C. C. P.*

THE STATE OF SOUTH CAROLINA:

By his excellency, Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid, to all whom these presents shall come:

Know ye, that George Pope, whose seal and signature appear to the instrument of writing hereunto annexed, is clerk of the court of common pleas and general sessions for the district of Edgefield, and State aforesaid: therefore, all due faith, credit, and authority is, and ought to be, had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town of Columbia, the twentieth day of February, in the year [L. S.] of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the Governor: PATRICK NOBLE.

M. LABORDE, *Secretary of State.*

And afterward, to wit, on the twenty-first day of May, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and thirty-nine, "come the parties, by their attorneys, and on their agreement, it is ordered that the depositions on file herein be opened."

And again, on the twenty-third day of May, eighteen hundred and thirty-nine, being a further day of the term last aforesaid, "come the parties, by their solicitors, and thereupon the respondent, by his solicitors, move the court here to dismiss the said complainants' bill in this cause; whereupon, said motion being argued by counsel on both sides, and by the court fully understood, it is considered by the court that said motion be overruled, and this cause retained for trial in this court, to which opinion and consideration of the court, respondent, by his counsel, excepts, and prays this his exception may be saved and reserved to him on the record, which is done. And on motion of the respondent, by his counsel, it is further considered by the court, that he be permitted to amend his answer in this cause."

And again, on the twenty-fifth day of May, eighteen hundred and thirty-nine, being a further day of the term last aforesaid, "upon

motion of the complainants, it was alleged that the defendant having put in his answer to the bill of the complainants, who are since advised to file an amended bill in this cause, and it appearing to the satisfaction of the court, that it is material and proper for them to do so, and therefore it was prayed that the complainants may be at liberty to file an amended bill in this case, which is ordered accordingly. It is ordered, also, that the copy of amended bill, of the subpœna to be issued thereon, and the costs of the service of the same on the defendant be taxed against the complainants, and it appearing to the satisfaction of the court, that the depositions heretofore taken by the complainants, and now on file in the court, were taken before this cause was at issue, it is ordered, upon the motion of the complainants, that they have leave to withdraw said depositions."

And afterward, to wit, on the thirty-first day of May, in the year of our Lord one thousand eight hundred and thirty-nine, was filed in said cause an amended bill of complaint in the name of the said complainants against the said George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the words and figures following, to wit:

The amended Bill.

"The amended bill of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, all of whom are aliens, reside in Scotland, and are subjects of the Queen of Great Britain and Ireland, filed by leave of the District Court of the United States for the northern district of Alabama, to a bill of complaint exhibited by the said complainants on the first day of September, eighteen hundred and thirty-eight, on the chancery side of the said district court, against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in the northern district aforesaid.

Humbly complaining, sheweth unto your honor, William Crawford, judge of the District Court of the United States for the northern district of Alabama, sitting in chancery for said district, that the domicil of the said William F. Taylor was in the State of South Carolina at the time of his death, and had been there for many years previous to that event; that his father and mother died before his death occurred, and his only brother was the complainant Samuel, and his only sister was Mary Taylor, afterwards Mary Rainey, the mother of the three other complainants; that he had no kindred who were citizens of the United States of North America, or of any Territory thereof, at the time of his death; and that the complainant Samuel, and the said Mary, the mother of the other three complainants, were the only heirs at law of the said William F. Taylor at the time of his death.

Complainants further shew, that the said Mary Taylor was, at the time of the death of the said William F. Taylor, a married

woman, and continued so until the time of her death, which occurred on the sixteenth day of February, eighteen hundred and thirty-one, her husband, William Rainey, to whom she was lawfully married, being yet alive. The said complainants, William, Alexander, and Elizabeth, were all infants under the age of twenty-one years at the time of the death of the said Mary. The said William was born about the twenty-fifth of July, eighteen hundred and ten. The said Alexander was born about the seventeenth of May, eighteen hundred and twelve, and the said Elizabeth about the twenty-second of February, eighteen hundred and fifteen.

Complainants further state, that the complainant, Samuel Taylor, in the fall of the year eighteen hundred and fifteen, visited the State of South Carolina for the purpose of making a settlement with the said Samuel Savage and his co-executors, when the said Savage and McDowell represented to him that the business of said estate was not near closed, and that they were not ready to make a settlement; the said Matheson having previously died, and the said Ross being then absent on a voyage to England, during which he departed this life. While the said Samuel Taylor was within the State of South Carolina, he received, during the months of February and March, eighteen hundred and sixteen, from the said Samuel Savage, as part of said estate, two sums, amounting together to about the sum of ten thousand dollars; and upon the payment of that sum, the said Samuel Savage falsely and fraudulently represented to the said Samuel Taylor that no interest ought to be paid thereon because he alleged that the sum had been received by him in funds not suitable to be remitted to the said residuary legatees, which he had deposited for a considerable period, without receiving any interest or benefit therefor, in the Bank of Augusta, in the State of Georgia; whereas the complainants charge the truth to be, that no deposit whatever had been made by him in said bank either as executor, or in his individual capacity; and the falsehood and fraud of said representation was never discovered by said complainants until the month of March, eighteen hundred and thirty-nine, when the same was discovered by William Primrose, their agent, by inquiring at said bank.

Complainants charge, that the interest was accordingly not paid, and that the amount thereof, so fraudulently withheld at the time of said payment, was about two thousand dollars; to which sum, with such interest thereon, as if the same had been principal, they allege that they are now entitled.

Complainants shew, that the legal interest of the State of South Carolina was, at the time of said transactions, and is, seven per centum per annum. They further shew, that the said Samuel Savage did not furnish the said Samuel Taylor on his visit, nor the complainants, nor their mother, nor either of them at any other time, with an account of the said estate, nor with a statement of his transactions relative thereto. They further shew, that the said

Samuel Taylor left the United States in the spring of eighteen hundred and sixteen, and has never since been therein. They further shew, that neither of the other complainants, nor their father nor their mother, were ever in the United States. All the said executors, except the said Samuel Savage, were residents and citizens of the State of Georgia, and all the personal property in the State of South Carolina, and all the proceeds of said estate, both real and personal in said State, except a sum amounting to between three and four thousand dollars, came into the hands of and were received by the said Samuel Savage, as executor as aforesaid. The sum last mentioned was collected by the said Ross from citizens of the State of Georgia who had purchased some of said property in the State of South Carolina, and was accounted for to these complainants by the executors of the said Ross.

Complainants charge, that the said Samuel Taylor, on the fifth day of April, eighteen hundred and seventeen, write a letter to the said Samuel Savage, urging him to remit money, and requesting him to send to the complainants an account of his executorship on said estate, with a list of all the notes, bonds, &c. which had come into his hands, including a statement of such as were insolvent; which said letter complainants hereby notify defendant to produce on the final hearing of this cause, or that they will give other evidence of its contents. They state, that the said Samuel Savage answered said letter, by his letter bearing date S. Carolina, Abbeville district, September 26th, 1817, which letter is herewith filed, marked Exhibit I, and prayed to be considered as part of this amended bill. In said letter, said Savage stated, among other things, that from causes therein mentioned it had been impossible to collect the debts due the estate; that the legal mode of collecting debts was very slow; that suits, which he had commenced to recover some of them in eighteen hundred and thirteen, were still pending, and that when judgments would be obtained he could neither tell nor foresee. He sent no such account or list of notes and insolvencies as was requested, alleging in his said letter that it was impossible to give a list of insolvent notes until he had sued on them to insolvency. In said letter he also alleged that he could settle said estate more satisfactory to those interested than any one else could, and expressed the opinion that he would be enabled, by the ensuing March court, to get judgments in the greater number of the suits referred to. He also represented in said letter that such estates could not be finally settled in a short time; but assured those interested that if what they were entitled to should be a long time coming, they would be sure of it at last. He falsely and fraudulently represented in said letter that he was then without any funds of said estate, except the sum of one thousand and twenty-three dollars in uncurrent money, which he could not get rid of. In said letter he promised to pay three or four thousand dollars early in the winter thereafter, which he falsely and fraudulently

represented he would only be enabled to pay out of the proceeds of the sale of a tract of land belonging to himself. He also promised in said letter that when he got ready to settle, as executor, he would send to the residuary legatees a correct and certified copy of all his proceedings as executor of said estate.

Complainants charge, that neither they, nor either of them, nor the said Mary, nor her husband, ever received any money afterwards from the said Samuel Savage; nor did they, or either of them, ever receive any certified copy or statement from him whatever of his proceedings as executor as aforesaid, although they relied on his said promise to send such a statement when he should be ready to make a final settlement. They charge, that the statute law of South Carolina at the time when the said Samuel Savage became executor as aforesaid, and from thence to the present time, requires that an executor shall make not only annual settlements, but a final settlement, with the proper court of Ordinary in said State; which final settlement can only be made after an executor has given notice in some newspaper published in said State, of the time and place when he will present his accounts for final settlement.

Complainants allege, that the said Samuel Savage never made any final settlement of his accounts as executor as aforesaid, nor published any notice of his intention to do so; that he removed from his residence in South Carolina in April or May, eighteen hundred and eighteen, and was never in said State after his removal.

Complainants charge, that in the letter aforesaid, the said Samuel Savage fraudulently represented that it would be a waste of the estate of his testator to pay any further attention to the lands in Kentucky, and he declined attending further to them. The said letter was the last received by the complainants, or by the said Mary or her husband, from the said Samuel Savage, although complainant, Samuel Taylor, continued to write letters to him from time to time for a number of years, urging a settlement of said business, and to furnish an account, addressing the said letters to him at the post office in South Carolina, at which he had received his letters during his residence in that State.

Complainants charge, that neither of them, nor the said Mary Rainey, nor her husband, ever knew that the said Samuel Savage had removed from the State of South Carolina, until the fact was ascertained as hereinafter mentioned; nor did they, or either of them, know that he had sold any of said Kentucky lands, or had received any money for them, until these facts were ascertained by their agent, as hereinafter mentioned.

Complainants allege, that the said Samuel Savage fraudulently concealed from said residuary legatees the sale of the portion of the said Kentucky lands mentioned in their bill, to which this is an amendment, and his receipts therefor; and these complainants did not, nor did either of them, know of these facts until after the same

were discovered by their agent, William Primrose, in November or December, eighteen hundred and thirty-six; nor did the said Mary or her husband ever previously know of them. They allege, that in November or December, eighteen hundred and thirty-six, their agent William Primrose, who had been sent by them from Scotland to the United States in the spring of that year, to ascertain what interest in said estate, if any, they were entitled to under the will of the said William F. Taylor, could be secured to them, and to receive, or sue for and recover the same, discovered the two deeds of record in the State of Kentucky, copies of which are exhibited with the bill to which this is an amendment. The said deeds describe the said Samuel Savage as a resident of the State of Tennessee at their date. Of the fact of his residence there complainants had never previously known. After the discovery of the said deeds, their said agent went to the State of South Carolina, where, in January, eighteen hundred and thirty-seven, he ascertained that the said Samuel Savage resided in the State of Alabama, which fact complainants never before knew. They charge, that their said agent shortly afterwards visited the State of Alabama in search of the said Samuel Savage, and early in June, eighteen hundred and thirty-seven, had an interview with him at his residence in Lauderdale county in said State, when he informed said Savage fully of his said agency. In that interview the said Samuel Savage falsely and fraudulently affirmed that he had finally settled his accounts in the State of South Carolina with the proper court of Ordinary; that he had never been in Kentucky subsequent to the year eighteen hundred and sixteen; had never sold any of his testator's lands in said State, or received any thing therefor, and that the said lands were valueless. Their said agent then exhibited to him the copies of his two deeds aforesaid, when the said Samuel admitted that he had made the sales, but at first denied that he had received any consideration therefor, but in a few minutes afterwards admitted that he had received a negro woman therefor, who he stated was worthless, and died shortly after he received her. The said Savage then said that he did not wish to be sued, whereupon the said agent offered to refer all the said matters to arbitrators by mutual bonds of submission. Said Savage expressed his willingness to refer the claims in relation to the Kentucky lands, but at first refused to refer his accounts as executor in South Carolina, or to enter into bonds relative thereto. Said agent and said Savage then parted on the promise of said Savage to deliberate on the proposition, and to determine within forty days whether he would submit the whole matter in controversy to arbitrators on mutual bonds.

Complainants further allege, that the said agent, who had full power from them to do any thing in relation to said claims which they themselves could exercise if present, proceeded to Huntsville, in the State of Alabama, where, on the seventh day of June, eighteen hundred and thirty-seven, he employed James W. McClung,

an attorney of this court, as counsel for complainants, whom he fully authorized, by power of attorney, to enter into a submission bond on the part of complainants, if the said Savage would agree to enter into a similar bond on his part. They charge, that said Savage was informed presently afterwards that said authority was given to the said James W. McClung. They charge, that when said power was given to the said J. W. McClung, he was instructed by their said agent if said Samuel Savage failed within the time prescribed to make said submission, to file a bill against him in the then Circuit Court of the United States for the northern district of Alabama for a settlement. That said Samuel Savage failed to enter into said submission, and a bill would have been filed within the year eighteen hundred and thirty-seven, to the next term of the said Circuit Court of the United States, but for the death of the said Samuel Savage, which took place in the month of November, eighteen hundred and thirty-seven.

Complainants charge, that the defendant, George M. Savage, qualified as executor of the last will and testament of the said Samuel Savage, in said county of Lauderdale, on the fourth day of December, eighteen hundred and thirty-seven.

Complainants charge that, after the said Samuel Savage moved from the State of South Carolina, he received from his agents various sums of money collected from the debtors of the estate of the said William F. Taylor, amounting to at least ten thousand dollars; but at what precise time he received said sums these complainants do not know, as he never accounted for them to the proper court of Ordinary in South Carolina, nor informed complainants, as he had promised to do, that he had finished said collections.

Complainants also allege, that since they filed their bill, to which this is an amendment, they have obtained through their said agent, from the administrator of said McDowell, the ledger and cash book kept by the said William F. Taylor in his lifetime, which shows that the said Samuel Savage was indebted to the said William F. Taylor at the time of his death, which occurred in June or July, eighteen hundred and eleven, in the sum charged in the bill to which this is an amendment, and that he received also the sum of money charged in said bill as cash left by the said William F. Taylor.

Complainants also, at the time of obtaining said books, obtained from the administrator of the said McDowell, by their agent aforesaid, a letter written by the said Samuel Savage to the said William F. Taylor in his lifetime, dated "North of Ireland, February 21st, 1811;" which shows that he was then indebted to the said William F. Taylor in a considerable amount. Said letter, marked number 2, is herewith exhibited, and prayed to be taken as part of this bill. Neither of the complainants, nor the said Mary, nor her said husband, knew of the said letter, or of the charges on said books, until they were obtained by their said agent as aforesaid, nor has

the said Samuel Savage ever accounted for the same in any manner. The sum amounting to eight hundred and sixty dollars, acknowledged in said letter last mentioned, is due, and in addition to the account against the said Samuel Savage, or the said books, complainants allege that "North of Ireland," the place at which said letter is dated, was the name of the place of residence of the said Samuel Savage in South Carolina. They further shew that they, through their said agent, applied at the proper office in South Carolina for any sale bill which had been returned by the said Samuel Savage, or any of said executors, before the filing of their bill to which this is an amendment, and for any inventory of notes, bonds and accounts, which had been returned by the said Samuel Savage, executor as aforesaid, and was informed by the proper officer of said court, that no sale bill, or inventory as aforesaid, had ever been returned; but since the answer of the defendant to their said bill has been filed, they have ascertained for the first time, that a sale bill, and such an inventory of notes, bonds and accounts, in the hands of the said Samuel Savage, were in said office; all of which will more fully appear by the exhibits of the same accompanying the said answer of the said defendant, to which exhibits complainants refer. They shew that the said sale bill, and the inventory last aforesaid, never were recorded in the office to which they were returned in South Carolina, and neither of these complainants ever knew of their existence until after the said answer was filed. Nor did the said Mary or her husband ever know of their existence.

Complainants further shew, that of the property noticed in the inventory, of which a copy is exhibited with their said bill, twenty-two negroes and other property of the value altogether of about thirteen thousand dollars, which were of the assets in the State of South Carolina, are not included in said sale bill, nor have the said negroes or other property been accounted for, by the said Samuel Savage, in any of his annual settlements with the court of Ordinary in South Carolina, or otherwise, nor by either of the other executors. And the complainants charge, that the negroes and property last aforesaid, came into the hands of the said Samuel Savage; were sold by him; the proceeds of the sales thereof received by him, and that he fraudulently concealed the said sales and receipts from the residuary legatees, and that they were ignorant thereof, until the same was discovered as aforesaid. They further allege, that all the negroes and other assets included in the inventory, of which a copy forms part of their said bill, constituted part of the estate of the said William F. Taylor, in the State of South Carolina; that the said inventory was the inventory of the said Savage and Matheson only, and the proceeds of the sales of all the property mentioned in said inventory, except the sum hereinbefore stated as having been received by the said Ross, came into the hands of the said Samuel Savage; that the said Matheson, who lived in the State of Georgia, died sometime in the year eighteen hundred

and twelve, before the debts for which said property was sold were collected, or became due; that he received only some money which was in the State of Georgia, in the bank of Augusta, together with the dividends on the bank stock in the bank of Augusta, amounting, in the whole, to thirty-six hundred and six dollars and seventy-four cents, for which he settled with the proper court of Ordinary in South Carolina, as will appear by a copy of his settlement herewith filed, marked M, and prayed to be taken as part of this bill; from which it also appears that a small balance was due to him of two hundred and eighty-one dollars and seventy-six and a half cents, which has since been paid to him.

Complainants herewith exhibit, marked 3, 4, and 5, which they pray may be taken as parts of this bill, copies of the three and only settlements which the said Ross made with said court of Ordinary, which include all his transactions as executor as aforesaid, and the balance found against him has been paid to these complainants. Complainants further shew, that the said Patrick McDowell never returned any account to the said court of Ordinary. They further shew, that all the money for which the lands of said estate in South Carolina were sold, amounting to a large sum, was received by the said Samuel Savage. They further shew, that about three thousand dollars, proceeds of the sale of property, mentioned in said sale bill, was collected by the said Samuel Savage, and has never been paid over or accounted for; and that the same was fraudulently concealed by him from these complainants, who never discovered it until the sale bill came to their knowledge, as herein before stated. Complainants further shew, that bonds and notes to the amount of about four thousand seven hundred dollars, due to the said William F. Taylor, which came into the hands of the said Samuel Savage, as shown by his list or inventory of notes aforesaid, was never accounted for by the said Savage to the said court of Ordinary or otherwise. They charge, that he collected the same, and fraudulently concealed the fact, that they had come to his hands, from the complainants, who were ignorant thereof, until the list or inventory of notes came to their knowledge as aforesaid.

Complainants further shew, that the said Samuel Savage did not, nor did any of his co-executors, give any bond whatever for the faithful execution of their trusts, as executors, either to the said court of Ordinary, which granted said letters testamentary on the estate of the said William F. Taylor, or elsewhere, in said State of South Carolina. They charge, that the legal interest of the State of Kentucky is now, and was at the time of the sale of said lands in said State, six per centum per annum. They further charge, that no suit could have been maintained against the said Samuel Savage in the State of South Carolina, since his removal from that State, as aforesaid; nor could these complainants have filed their bill against said defendant until six months elapsed from the time of his qualification as executor of the said Samuel Savage.

Complainants pray, that a writ of subpœna issue against the said George M. Savage, returnable to the first Monday in July next, that he be compelled on his corporeal oath, full, true, and perfect answer to make, to all the allegations herein contained. They pray that the relief prayed for in the bill to which this is an amendment, be granted to them; that an account be taken, and that the said defendant be compelled to pay to these complainants, out of the assets of the said Samuel Savage, whatever balance may be found in their favor; and for such other and further relief as is commensurate with the equity of the premises.

HOPKINS & PARSONS, and
J. W. McCLUNG,
Solicitors for Complainants.

(Endorsed)—"Filed 31st May, 1839.
B. T. MOORE, *Clerk, D. C.*"

Exhibit I.—(*Exhibit I.*)

SOUTH CAROLINA, *Abbeville District,* } *September* 26, 1817. }

DEAR SIR: Your letter, under date of the 5th April last, was received about four weeks ago. You speak of having wrote to me on your arrival home; it has never as yet come to hand. I done every thing last winter that any man could do, to collect the money due the estate of my deceased friend, Capt. Wm. F. Taylor. In consequence of the loss of crops in this particular part of the country, it was impossible you have an idea of the slow and troublesome way of collecting money in this State by law. Suits that I commenced in 1813, are still in our courts of law. When I will get judgment I can tell, nor neither can I force them; every note and bond that their was the least probability of getting any thing, I have put in suit. It's all I can do to keep myself from blame—it's utterly impossible for me to give a list of insolvent notes, until I sue to insolvency. Nor neither is it possible that you can have, *or any other person else*, a correct list of notes that was in my hands to collect. I returned all the bonds and notes after that they ware divided between Mr. Ross and myself—besides those that Mr. Matheson and Mr. McDowell had the collection of. You know that all my returns are made under an oath; it can't make any difference, as I will give a correct statement of all the moneys, papers, &c., that has, or may come into my hands, a true copy and certify'd by John Simkins, esq., judge of the court of Ordinary, who you know to be a gentleman and a correct officer. I am as anfious to have the estate settled as any one can be—life is uncertain, and it caus'd me many an uneasy hour, having the estate hanging over me. And I know well that I can setle it with more satisfaction to those concerned, than any one else. I took what I did in my hands at the particular request of my deceased friend, thrue gratitude to him,

and not to benefit myself, not one jot nor tittle. Early this winter, I shall be able to pay three or four thousand dollars, and I assure you, it's money arising from the sale of a tract of land of my own. Next March court, I trust and hope, I shall succeed in getting judgments against the most of those sued; and agreeable to our understanding in the presence of Col. Ware and Mr. Reed, as early in the spring as possible, I will put an end to that part of the estate that I have. I will settle it. I am more than anxious to get rid of it. But you may be assured, such estates are not to be well and finally settle in a short time; but should it be long a coming, I will make sure all that I have to do in it. The day after I saw you, John Moore paid me on account of William Old's bond, one thousand and twenty-three dollars in northern money, which I left for you. You passed, and did not get it. Not being current money, I could not get rid of it, to my great astonishment. Not one word have I heard from the Kentucky land. I have wrote to Mr. Sneed several times—not a scrape of a pen from him. I would go to Kentucky next summer, and make what I could out of the land, but Mr. McDowell has spent so much of the estate allready, suing, as he says, after the land, it would appear like waisting too much money. McDowall's account was not receiv'd at the Ordanarie's office. Mr. Simkins informed me it was so incorrect, he could not pass it. I am glad to hear of the health of your family. I have had a sick family for six weeks. Little William Forbes Taylor Savage is now very sick; he sends his greatful thanks to you, and assures you he is progressing finely at school. When I am ready to settle the estate, I will have a correct and certify'd copy of all my proceedings made out; for to give ample satisfaction will be the highth of my ambition. Mrs. Savage and family presents their respects to you.

I am, sir, most truly your friend and humble serv't,

SAM. SAVAGE.

I should have answer'd your letter sooner, but on account of the illness of my family.

Exhibit No. 2.—(*Exhibit No.* 2.)

North of Ireland, February 21, 1811.

Dear Sir: On my arrival home from your house, I found my family, thank God, in their usual good health. I did not get home until Friday morning, in consequence of high waters and bad weather. Mr. Stephen Garrett paid me $415; and Mr. Miller, who owed Garret, since I came home, paid me $100 for Garrett, which leaves about $345. I agreed to wait until the first Monday in June next. That sum is intended for you; the balance I must pay you myself. McMurphy succeed'd with his injunction. So far you'll have to answer his bill. My friend, Mr. Yancey, has agreed to answer for all the parties for $50. It will cost you, I suppose, about $10. Mr. Yancy will meet you at Edgefield court, and take

your answer. You will swear to it before a magistrate; after that, I will attend to it. You'll be at no more trouble. I have made a partial move, myself, and hands, and commenced my mills, when I am now at work, this business I dread; however, I must not look back; I have made a begining, God send me a safe deliverance. I pray, as Bonaparte says to his Bishop, since he or some other person has got his young wife with child, my mills' buisiness troubles me as much as the thought of his heir or heiress does him. I have nothing particular now to write. My son Forbes was much pleased at the present you sent him, but says you had better a sent him a dollar instead of the yellow button. Mr. Yancy will tell you all the particulars in this buisiness of McMurphy's. My family are all well. I long to hear of your gaining your usual good health. If you get no better by the summer, take a trip to the western country—never go to any of the islands. If you do, I fear you never will return; but I am greatly in hopes on the coming of spring, you'll fatten up, and get rid of your cough.

Mrs. Savage sends her compliments to you, and joins me in my wishes for your health and happiness. *Except* of it, my dear sir, for its all we have to bestow on a friend.

Your most humble servant,

SAM. SAVAGE.

Pray let me hear from you often how you are.

Exhibit M.—(*Exhibit M.*)

Dr. *The estate of William F. Taylor, deceased, in account current with Duncan Matheson, executor.* Cr.

1811.				
Aug. 20	V	To cash paid Mason Garrett, per receipt		$ 3 25
" 27	V	Ditto Mr. Simpkins, for proving will, &c.		5 00
" 28	V	Ditto Peter Morrison, per receipt	-	100 00
	V	Ditto Negro Silvia, per ditto	- -	100 00
	"	Ditto Negro Jim, to pay expenses going to Abbeville for Mr. Savage	-	1 00
" 20		Cash paid Rev. Mr. Green for attending the funeral	- - - -	10 00
		Cash paid for a blank book	- -	1 00
	V	Do. do. A. Spencer, per receipt	-	6 18¾
" 30	V	Do. do. S. Porter, per do.	-	60 00
" 31	V	Do. do. G. Hunter, per do.	-	3 00
Sept. 5	V	Do. do. Harper & Matheson, per do.		38 50
" 4	V	Do. do. Z. Bell, per do.	- -	5 00
" 11	V	Do. do. Martin & Mackie, per do.		6 56¼
" 23	V	Do. do. Postage of a letter	- -	0 25
Oct. 1	V	Do. do. Josiah Gray, per receipt	-	17 56¼

EXHIBIT M—Continued.

1811.			
	V	To cash paid Jo. S. Cart - -	$ 2 80
	V	Do. do. A. Watkins - - -	99 50
Oct. 23	V	Do. do. Peter Morrison - -	2,000 00
" 28	"	Do. do. Postage 2 letters - -	0 56½
	V	Do. do. F. Phinesey - -	61 87½
	V	Do. do. Wm. Bones & Co. - -	17 62½
	V	Do. do. Martin & Mackie - -	10 12½
" 26	V	Do. do. F. Phinesey - -	9 00
Dec. 21	V	Do. do. C. S. Buckle - -	14 00
1812.			
Feb. 17	V	Do. do. Peter Morrison - -	1,000 00
Mar. 16		Do. do. Postage of a letter - -	25
Aug. 29	V	Do. do. Mr. Simkins for 2 copies of will - - - - -	2 25
Sept. 4	V	Do. do. Negro Dick, per receipt -	100 00
	V	Do. do. Malone & Tanner, 9th Nov.	20 00
	V	Do. do. Jacob Bennet, ditto	6 37½
		Do. do. Postage 2 letters, 18th ditto	50
June 25	V	Paid the editor N.Y. Herald, per receipt	3 52
			$3,705 69½
		Com'ons. for paid out and received, at 2½ per cent. - - - - -	182 81
		WILLIAM ROSS, *executor for Duncan Matheson, executor* - -	$3,888 50½
1812.			
Aug. 25		By cash found in the iron chest - -	475 74
Oct. 23		Do. do. out of the bank - - -	2,000 00
Nov. 22		Do. do. dividends on 25 shares - -	125 00
Dec. 30		Do. do. of Jno. Fox, for 6 bushels wheat	6 00
Feb. 17		Do. do. out of the bank - - -	1,000 00
			$3,606 74
		To cash paid out - - -	$3,888 50½
		By cash received - - -	3,606 74
		Due the executor - - -	$281 76½

The within examined and sworn to the 30th March, 1813, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

964

So. Carolina, *Edgt. District.*

By O. Towles, Ord'y of said district :

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d January, 1837. O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—The within account current rec'd in the Ordinary's office, on the oath of Wm. Ross, executor, who was well acquainted with the transactions of this, which was done by Duncan Mattheson, ex'or. dec'd.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 3.)—Exhibit No. 3.

Dr. *The estate of Wm. F. Taylor, dec'd., in account current with Wm. Ross, one of the executors.* Cr.

1811.			
Sept. 13	V	To cash paid Jno. Simkins, esq., O. E. D. for certificate of having qualified as	
1812.		executor, per receipt - -	$00 75
Feb. 24	V	To ditto paid Robert McCombs fifty dollars for his services as auctioneer at the sales of the estate for five days -	50 00
April 9	V	To ditto Peter Morrison in of his legacy will'd him by Wm. F. Taylor -	1,000 00
May 22	V	Paid Robert Campbell for his services as clerk at said sale - - -	100 00
June 16	V	Paid B. F. Harris as per receipt -	1 75
Aug. 31	V	Paid Adams & Duychiesk for advertising property of estate - - -	39 22
Oct. 13	V	Paid John Simkins Ord'y for certified copy of Wm. F. Taylor's will -	1 75
" 14	V	Paid Patrick McDowell, at his request to enable him to go to Germatown to dispose of the property belonging to the estate of Wm. F. Taylor, in that place - - - -	400 00
" "	V	Paid Silvia in full of her legacy from 18th August, 1811, to 18th August, 1812 -	100
Dec. 17	V	Paid Adam Hutcheson in part for negroes'	
1813.		clothing in 1811 - - -	23 55
Jan. 22	V	Paid Hobby & Brunce for advertising as per receipt - - - -	22 77
Feb. 6.		Paid Jos. Hutchison for an error of 55 lbs. cotton in the weight of the forty bales sold at Campbelltown at the sales of the estate - - -	5 50
			$1,745 29

EXHIBIT No. 3.—Continued.

	To commissions on the within received and paid away at 2½ per cent. -		$192 90¾
1812.			$1,938 19¾
Jan. 23	By cash rec'd from Jno. Curry in the 21st Jan. - -	$1,37½	
	By ditto David Barnett	8,50 ——	$9 87½
Feb. 24	Wm. Pond in part of his note -		10 00
Apr. 14	James Hunter in part of his note -		100 00
" 27	L. Coleman in part pt. of Catlett and Micou's note - - -		400 00
" 30	By ditto Lewis Calfrey in part p't of his note		60 00
May 22	By ditto Duncan Mattheson in full of his note and interest - - -		325 28
Aug. 24	By ditto from the bank of Augusta, being the dividend from the 26th November, 1811, to 20th May, 1812, - -		87 50
" 31	Thirty-nine dollars wrote off the back of judgment obtained against George Adams, as payment of S. Adams and Duychink's account againt the estate - -		39 22
Sept. 14	By cash received from Lindsey Coleman in full of Catlett and Micou's note due estate,		
1813.	with interest - - - - -		780 00
Jan. 30.	By cash received from Joseph Hutchison in full of his bond due the estate for purchases at the sale - - -		1,397 60
" "	By cash received from Felix McKinne in full of his bond for purchases made by him at the sale - - - - -		807 85
" "	By cash rec'd from Jas. Gardner in full of his bond for purchases made by him at the sale		1,055 18
Feb. 2	By cash received from Lewis Calffrey in part payment of his bond for purchases made by him at the sale - - -		100 00
" "	By cash received from Wm. Pond in part payment of his note - - -		13 00
Mar. 17	By cash received from Wm. Pond in part payment of his note - - -		13 00
" 23	By cash received from Isaac La Roche in full of his bond, with interest - -		774 50
			5,973 00½
	Paid out -		1,938 19¾
	Due the estate -		4,034 80¾

Examined vouchers for every item, except the five dollars and fifty cents, the 30th March, 1813.

JNO. SIMPKINS, *O. E. D.*
WM. ROSS, *Ex'r.*

SOUTH CAROLINA, *Edgefield District.*

By O. Towles, Ord'y of said district :

I do certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office on the oath of William Ross, ex'r., the 30th day of March, 1813.

JNO. SIMKINS, *O. E. D.*

(*Exhibit No.* 4.)—Exhibit No. 4.

DR. *The estate of William F. Taylor, deceased, in account current with William Ross, executor.* CR.

1813.			
Mar. 30	V	To cash paid Jno. Simkins, esq., O. E. D. for examining account current with the estate for last year - -	$1 75
May 28	V	Paid Dr. Watkins per receipt for medicine - - - -	1 75
1814.			
Mar. 28	V	Paid A. Matheson one of the adm'rs. of the estate of Harper and Matheson -	99 06
			102 56
		Commissions for received and paid out, at 2½ per cent. - - -	58 04¼
			$160 60¼
		WM. ROSS, *Ex'or.*	
1813.		By balance - - - -	$4,034 80¾
April 9		Received James Hunter in part of his note -	100 00
May 28		Thos. Gardner in full of his bond -	1,558 00
		Interest on $1,558 for five months -	45 43¾
June 29		Received from the Cashier of the Augusta bank for the dividend of the 18th Nov., 1812, and of the 18th May last, on the twenty-five bank shares of the estate in said bank (*a* 3 50 per share) - -	175 00
Dec. 9		Received from the cashier of the Augusta bank for dividend of 18th ultimo, on the twenty-five bank shares of the estate for the last six months (*a* 3 50 per share) -	87 50

EXHIBIT No. 4.—Continued.

1813.		
Dec. 9	Received from Fraser & Campbell nett proceeds of a cast iron chest, belonging to the	
1814.	estate and sold by them - -	$28 50
Feb. 20	Received of James Hunter in part payment of his note due estate - - -	225 00
		6,254 24½
	Paid out -	160 60¾
	Due the estate -	$6,093 63¾

The within examined and sworn to the 4th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin.

JNO. SIMKINS, *O. E. D.*

So. Carolina, *Edgt. District.*

By O. Towles, Ord'y. of said district.

I certify the within to be a true copy of the original return, as remains on record in my office. Given under my hand and seal the 23d January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office on the oath of Wm. Ross, ex'or, the 4th day April, 1841.

JNO. SIMPKINS, *O. E. D.*

(*Exhibit No.* 5.)—Exhibit No. 5.

Dr. *The estate of Wm. F. Taylor, dec'd., in account current with Wm. Ross, executor.* Cr.

1814.			
April 5	V	Paid John Simkins, Ord'y, for exam-	
1815.		ining account current - -	$1 25
Feb. 4	V	Paid tax on the estate's twenty shares in Augusta bank - - -	9 55
		Commissions on $279 $\frac{50}{100}$, *a* 2½ per cent	6 97½
		To amount balance due the estate -	6,299 77
		Dollars -	$6,317 54

The within examined and sworn to the 5th of April, 1815, and find vouchers for the letter V.

JNO. SIMKINS, *O. E. D.*

900.

EXHIBIT No. 5.—Continued.

1814.		
April 4	By balance - - - -	$6,049 29½
May 30	Cash received, being dividend on the estate's twenty-five shares in the Augusta bank, from the 16th Nov. last, to the 16th inst. $3 $\frac{50}{100}$ per - - - -	87 50
June 1	Received of James Hunter in full of his note	
1815.	with interest - - - -	93 25
April 1	Cash received for dividend on the estate's twenty-five shares in the Augusta bank, from the 16th May last, to the 16th Nov. last - - - - - -	87 50
	Dollars -	6,317 54
	By balance due the estate -	$6,299 77

CITY OF AUGUSTA, *4th April*, 1815.

Sworn to before me. JOHN WILLSON, *M. C. C.*
WM. ROSS, *Ex'or.*

So. CAROLINA, *Edgt. District.*

By O. Towles, Ord'y of said district.

I certify the within to be a true copy of the original return as remains on record in my office. Given under my hand and seal the 23d day of January, 1837.

O. TOWLES, [L. S.] *O. E. D.*

(*Endorsed.*)—This account current rec'd in the Ordinary's office the 5th day of April, 1815.

JNO. SIMKINS, *O. E. D.*

Order at rule awarding subpœna.

And afterwards, to wit, at a rule term of the District Court of the United States for the northern district of Alabama, held at the office of the clerk of said court, in the town of Huntsville, in said district, on the first Monday, being the third day of June, in the year of our Lord one thousand eight hundred and thirty-nine, and of American independence the sixty-third year—on motion, it is ordered, that a subpœna in said cause be issued, returnable at the next rule term of this court. And thereupon was issued a subpœna in said cause, in the words and figures following, to wit:

(*Subpœna.*)—The Subpœna.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you to summon George M. Savage, (executor of the last will and testament of Samuel Savage, deceased,) who is a

citizen of the State of Alabama, residing in the northern district thereof, to be and appear at the next rule term, of the District Court of the United States of America, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said district, on the first Monday in said month, (July,) in the year one thousand eight hundred and thirty-nine, to answer the amended bill of complaint in chancery, preferred against him by Samuel Taylor, William Rainey, Alexander Rainey, and Flizabeth Rainey, all of whom are aliens, residing in Scotland, and are subjects of the Queen of the United Kingdom of Great Britain and Ireland, a copy of which amended bill of complaint you will deliver to the said George M. Savage, executor, &c. as aforesaid. Herein fail not, and have then and there this precept.

Witness the honorable William Crawford, judge of the district court of the United States as aforesaid, this tenth day of June, A. D. one thousand eight hundred and thirty-nine, and of the independence of the United States of America the sixty-third. Issued the tenth day of June, 1839.

[L. S.]

Attest: B. T. MOORE,
Clerk of said District Court.

Marshal's receipt and return—(*Marshal's receipt and return.*)

Received 11th June, 1839. Executed 17th June, 1839.
BENJ. PATTESON,
Marshal, northern district of Alabama.
By his deputy, JOHN DOE.

Order at rules to revive, &c.

And afterward, to wit, at a rule term of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the said United States, at the office of the clerk of said district court, in the town of Huntsville, on the first Monday (being the fifth day) of August, in the year of our Lord one thousand eight hundred and thirty-nine, and of American independence the sixty-fourth year, the following proceedings were had in said cause: Upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, deceased, and upon the application, by their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor,

deceased, they are hereby made parties complainants in this cause in the place of the said Samuel Taylor, deceased; and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands as aforesaid of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered, that a copy hereof be made and served upon the defendant in this cause.

Citation.—(*Citation.*)

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

Whereas at the August rule day of the district court of the United States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit: "In the matter of Samnel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey *vs.* George M. Savage, executor, &c., of Samuel Savage, deceased. Upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, and upon the application, by their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens, and subjects of the Queen of the united kingdom of Great Britain and Ireland; the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased; and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered that a copy hereof be made and served upon the defendant in this cause." We therefore command you to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of the said district court, to be held at the office of the clerk of said district court on the first Monday in September next. Herein fail not.

Witness the Hon. William Crawford, judge of the district court of the United States, as aforesaid, this tenth day of August, A. D. eighteen hundred and thirty-nine, and of American independence the sixty-fourth.

[L. s.]

Issued the tenth day of August, 1839.

Attest: B. T. MOORE,
Clerk of said District Court.

Marshal's receipt and return.

(Marshal's receipt and return.)—Rec'd 12th August, 1839. Not found in my district, 2d September, 1839.

BENJ. PATTESON, *M. N. D. A.*
By his deputy, JOHN DOE.

Order at rules for alias citation.

And afterward, to wit, at a rule day of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of the said court, in the town of Huntsville in said district, on the first Monday (being the second day) of September, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States of America, as aforesaid, the sixty-fourth. The citation at the last rule day in said cause, awarded against said defendant, not having been executed, an alias citation is now awarded, returnable at the next rule day of said court.

(*Alias Citation.*)—Alias Citation.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

Whereas, at the August rule day of the district court of the United States of America, for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit: "In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey vs. George M. Savage, executor, &c., of Samuel Savage, deceased; upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, and upon the application of the solicitors of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland—the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of

the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased, and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands, as aforesaid, of the two daughters, aforesaid, of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered, that a copy hereof be made and served upon the defendant in this cause." And whereas, the citation issued pursuant to the proceedings aforesaid, returnable at the September rule day of the district court aforesaid, was returned "not found," and whereas, at the said September rule day, an alias citation herein was awarded, &c. We therefore command you, as heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of the district court aforesaid, to be held at the office of said district court clerk in Huntsville in said district, on the first Monday in October next. Herein fail not.

Witness the Hon. William Crawford, judge of the district court of the United States aforesaid, this third day of [L. s.] September, A. D. eighteen hundred and thirty-nine, and of the independence of the United States of America the sixty-fourth.

Issued the third day of September, 1839.

Attest: B. T. MOORE,
Clerk of said District Court.

Marshal's receipt and return.

(Marshal's receipt and return.)—Rec'd 19 Sept. 1839. Not found, 7th Oct. 1839.

BENJ. PATTESON, *M. N. D. A.*
By his deputy, JOHN DOE.

Answer to amended bill.

And on the nineteenth day of September, in the year one thousand eight hundred and thirty-nine, was filed in said cause the answer of said respondent to the amended bill of said complainants, in the words and figures following, to wit:

The answer of George M. Savage, to the amended bill of complaint of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey, heretofore filed by leave of the district court of the United States for the northern district of Alabama, to a bill of complaint exhibited by the said complainants on the first day of

September, eighteen hundred and thirty-eight, on the chancery side of the said district court, against this defendant as executor of the last will and testament of Samuel Savage, deceased, who is a citizen of the State of Alabama, residing in the northern district aforesaid. This defendant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception to the insufficiencies, uncertainties, and other imperfections and defects of the said amended bill, and not abandoning all or any of the facts or positions stated in his answer to said original bill, but hereby expressly relying and insisting upon the same as if again repeated, for answer to said amended bill, or unto so much thereof as this defendant is advised is any ways material or necessary for this defendant to make answer unto, he, this defendant, answereth and saith: That he supposes it to be true, that the domicil of the said William F. Taylor, was in the State of South Carolina at the time of his death, and had been there for many years previous to that event, but this defendant is utterly and wholly ignorant, whether the father and mother of the said William F. Taylor died, before his death occurred, or not; and if it shall be material for this defence, he requires strict proof of said allegation. This defendant also is ignorant, whether or not the complainants are of kin to the said William F. Taylor, who died in the State of South Carolina, as aforesaid, or not; and this defendant is utterly and wholly ignorant, whether or not the complainants are the same persons mentioned in the will of the said William F. Taylor; and this defendant requires of the complainants full and strict proof of this allegation. This defendant however, admits, from information which he believes to be true, that the said William F. Taylor did have a brother by the name of Samuel, and a sister by the name of Mary, but whether or not they were his only brother and sister, this defendant does not know. This defendant is utterly and wholly ignorant, whether or not the complainants, William, Alexander, and Elizabeth Rainey, are the issue, children, and increase of the sister of the said William F. Taylor, and he requires full and strict proof of this allegation. And this defendant, likewise, is wholly ignorant, whether or not Mary Taylor, the sister of the said William F. Taylor, was ever lawfully married to any person whatever, or whether or not he ever had issue, and this defendant requires of complainants strict proof of this allegation. This defendant also is utterly ignorant, whether or not the said William F. Taylor at the time of his death, had kindred who were citizens of the United States of North America, or of any of the territories thereof, and leaves complainants to their proof upon this allegation. This defendant expressly denies that the complainant Samuel, and the said Mary, were the only heirs at law of the said William F. Taylor at the time of his death; on the contrary thereof, even if the complainant Samuel, and the said Mary, were the brother and sister of the said William F. Taylor, who died in the State of South

Carolina, (and which this defendant does not in any wise admit,) yet being aliens, they could not in any manner be the heirs at law of the said William F. Taylor to any estate situate within the United States, or the territories thereof, or in any manner as such entitled to the same. This defendant is utterly and wholly ignorant, whether or not the said Mary Taylor was, at the time of the death of the said William F. Taylor, a married woman, or if married, (which this defendant does not admit,) how long she continued so, or whether the time mentioned in the amended bill or not, and this defendant requires strict proof of this allegation in the bill. This defendant knows nothing of the death of the said Mary, or whether she is dead or living, or whether her husband, if she ever had any, (which is not admitted,) is dead or alive, and the defendant requires full proof of these allegations. This defendant further answering, saith, that he is utterly and wholly ignorant of the existence of any such persons as the complainants William, Alexander, and Elizabeth Rainey, or whether all, or any of them, were infants under the age of twenty-one years, at the time of the death of said Mary, if she is dead, (which is not admitted.) The defendant knows nothing whatever of the ages or births of the said William, Alexander, and Elizabeth Rainey, or whether they were born at the times mentioned in said amended bill, or not, and this defendant requires of the complainants strict proof of this allegation.

This defendant further answering, saith, that it is true that Samuel Taylor, the brother of the said William F. Taylor, in the fall of the year eighteen hundred and fifteen, visited the State of South Carolina for the purposes mentioned in said amended bill, but what representations were made to the said Samuel Taylor, by the said Samuel Savage and McDowell, in regard to the estate of the said William F. Taylor, or whether those mentioned in said amended bill, this defendant is wholly ignorant, and requires of the complainants the strictest proof thereof, if it shall become material. This defendant, however, denies that any false or fraudulent representations were made to the said Samuel Taylor, in regard to said estate by the said Samuel Savage; on the contrary thereof, this defendant has been informed, and verily believes, that the said Samuel Taylor, during his stay in the United States, was made well acquainted with the whole estate of the said William F. Taylor and its management by his executor Samuel Savage, and was well pleased therewith, and so expressed himself. This defendant has heard, and believes it to be true, that said Matheson and Ross died about the times mentioned in the bill, but whether the said Ross was absent on a voyage to England, at the time the said Samuel Taylor was in the State of South Carolina, as alleged in said amended bill, this defendant is wholly ignorant, and requires strict proof thereof, if it shall become material.

This defendant further answering, saith, that is it true that while the said Samuel Taylor was within the State of South Carolina, he

received of said Samuel Savage, as one of the executors of said will, during the months of February and March, eighteen hundred and sixteen, as part of said estate, the two sums of money amounting altogether to the sums of about ten thousand dollars, as mentioned in said amended bill; these two sums were received by the said Samuel Taylor for himself, and expressly as agent of his said sister Mary, jointly and equally, under a power of attorney, authorizing him so to do; a copy of which is herewith filed, marked X, and prayed to be taken as a part of this answer; the original of which complainants are hereby notified to produce and file on final hearing of this cause, or this defendant will give other evidence of the contents thereof.

This defendant further answering, saith, that it is utterly and wholly false, as he believes, and feels well assured, that the said Samuel Savage, upon the payment of the above sum, or at any other time, either *falsely* or *fraudulently* represented to the said Samuel Taylor, "that no interest ought to be paid thereon, because the same had been received by him in funds not suitable to be remitted to the said residuary legatees, and which he had deposited for a considerable period without receiving any interest or benefit therefor in the Bank of Augusta, in the State of Georgia;" on the contrary thereof, this defendant has been informed, and verily believes, that the said Samuel Savage collected said money in funds then current, and at par value in the State of South Carolina, and made a special deposit of the same for safe keeping in the Bank of Augusta, in the State of Georgia, where the same remained without interest or benefit to the said Samuel Savage, until, under an order of a court of equity, as mentioned in the answer of this defendant to the original bill, the same was loaned out at interest; and it is wholly false that no deposit of said money, as alleged in said amended bill, was made in said bank at Augusta; on the contrary thereof, this defendant has been informed, and believes, that the said Samuel Taylor, during his stay in the States of South Carolina and Georgia as aforesaid, was honestly and truly informed by the said Samuel Savage that such deposit had been made, and was in the city of Augusta, and knew well from personal examination that such deposit had been made, and knew well what disposition the said Samuel Savage had made of said money; and thereupon, in reference to said interest, executed the agreement mentioned by this defendant in his answer to the original bill in this cause, and to which he now refers, and avers the same to be correct and true, so far as it regards said agreement and interest. It is wholly false and untrue, that the said Samuel Savage ever made any misrepresentations in regard to the said money, or the interest thereof, either to the said Samuel Taylor, or other person whatever; nor was the said Samuel Taylor in any manner cheated or defrauded in reference thereto; nor did the said William Primrose, the pretended agent of the complainants, ever at any time discover any such

fraud, falsehood, or untrue representation, or that any such had ever been made by the said Samuel Savage; on the contrary, said allegations are wholly false. It is wholly false that the said Samuel Savage made any interest, or derived any gain, from said money for which he did not honestly account to the said Samuel and Mary Taylor; nor was the sum of two thousand dollars, or any other sum, "fraudulently" withheld at the time of said payment by the said Samuel Savage; nor are the complainants entitled to said sum of money, or any other sum, as alleged in said amended bill; on the contrary thereof, the said pretended claim for interest is altogether unfounded. The aforesaid agreement in reference to interest, specially mentioned in the answer of this defendant to the original bill in this cause, was made by the said Samuel Taylor expressly for himself and his said sister Mary, under the power conferred upon him in the said power of attorney, marked X, and other full powers in him vested. This defendant admits that the legal interest of the State of South Carolina, at the time of said transactions, was, and is, seven per centum per annum. But it is utterly false that the said Samuel Savage did not furnish the said Samuel Taylor, on his visit, with an account of the said estate, or with a statement of his transactions relative thereto; on the contrary thereof, the said executors had made out and returned to the office of the said court of Ordinary, for the said district of Edgefield, a full and complete inventory and account of sales of said estate, long before the said Samuel Taylor arrived in the State of South Carolina, as will appear by the answer of the defendant to the original bill, and the exhibits thereto attached, with which inventory and account of sales, the said Samuel Taylor, as the defendant has been informed and believes, was made well acquainted; also, the said Samuel Savage had made regular and legal settlements with the said court of Ordinary, from time to time; with all which, the said Samuel Taylor, as this defendant has been informed and believes, was made well acquainted up to the time when the said Samuel Taylor left the State of South Carolina, after which time the attorney and agent of the said Samuel Taylor and Mary, his sister, and which agent lived in the said city of Augusta, was furnished from time to time, by the regular and legal returns of the said Samuel Savage made to the said court of Ordinary, with all that had been done by him in reference to said estate. Moreover, this defendant has been informed, and believes, that the said Samuel Taylor, for himself and his sister Mary, during his stay in the States of South Carolina and Georgia, settled personally with the said Samuel Savage for as much of said estate as was in a condition to be then settled, and that said Samuel Savage then fully accounted with him therefor, and that after his departure, the agent and attorney of the said Samuel and Mary Taylor, Adam Hutcheson, in like manner, settled personally with the said Samuel Savage fully, in regard to the residue of said estate; which settlements were also examined by the said court of

Ordinary, and being in all things correct, were made records of said court. This defendant, however, cannot state positively that the said Samuel Savage made out and transmitted to the said Samuel and Mary Taylor, in Scotland, an account of said estate, and a statement of his transactions relative thereto; but he has every reason to believe, and does believe, that the said Samuel Savage did make out and transmit to them such account and statement soon after the final settlement of said estate, in the year eighteen hundred and eighteen. This defendant has been informed, and believes, that the said Samuel Taylor left the State of South Carolina in the spring of the year eighteen hundred and sixteen; but whether he then, or since, left the United States and was never therein since, this defendant does not know, but is wholly ignorant thereof, and requires strict proof of said allegations; and this defendant is equally ignorant of the truth or falsehood of the allegation in said bill, that "neither of the other complainants, nor their father, nor mother, were ever in the United States," and requires strict proof upon this subject. It is true that all of the said executors, except the said Samuel Savage, lived in the State of Georgia; but it is wholly false, "that all the personal property in the State of South Carolina, and all the proceeds of said estate, both real and personal in said State, except a sum amounting to between three and four thousand dollars, came into the hands of, and were received by, the said Samuel Savage, executor as aforesaid;" on the contrary thereof, the said William Ross, one of said executors, made a return to the said court of Ordinary of the sum of thirteen thousand six hundred and forty-five dollars sixty-five and three-fourths cents, of notes, bonds, and other effects of said estate in his hands, as will appear by the records of said court of Ordinary, and the said Duncan Matheson received from said estate, mostly in cash, the sum of thirty-six hundred and six $\frac{74}{100}$ dollars, as appears by the records of said court, and what other sums or effects were received and accounted for by the said other executors, this defendant does not know. This defendant does not know where the persons lived from whom the said Ross collected the large sums of money returned by him, and accounted for to the said court of Ordinary; but the sums so collected were mostly, if not entirely, part of the estate in South Carolina.

This defendant further answering, saith, that he is utterly and wholly ignorant whether or not the said Samuel Taylor, on the fifth day of April, eighteen hundred and seventeen, or at any other time before or since, wrote the letter to the said Samuel Savage mentioned in said amended bill, urging him to remit money, &c. This defendant has not the possession or control of said letter, nor did he ever have. He has never seen or heard of the same, nor did he ever hear the said Samuel Savage speak of or mention any such letter; and this defendant requires strict proof of the fact that such letter was written. This defendant is equally ignorant whether or

not the said Samuel Savage answered said letter by his letter, bearing date S. Carolina, Abbeville district, September 26th, 1817, and marked exhibit I in said amended bill; nor does this defendant know whether or not the said Samuel Savage ever wrote any such letter as exhibit I, mentioned in said amended bill, or if any such letter were written, (which is not admitted,) does this defendant know or admit the contents thereof to be as stated in said amended bill; on the contrary thereof, this defendant is utterly and wholly ignorant of all the allegations in said amended bill in reference to said letter, and requires the original to be produced, with strictly legal proof thereof. This defendant denies that said letter, if proved to have been written by the said Samuel Savage, and which this defendant requires to be strictly done, contains any such statement as that "he (the said Samuel Savage) was then *without* any funds of said estate, except the sum of one thousand and twenty-three dollars in uncurrent money, which he could not get rid of," as falsely alleged in said amended bill; nor if said letter contained such allegation, (which it does not,) does this defendant admit the same to be either "false" or "fraudulent;" on the contrary thereof, if said letter shall be proved to have been written by the said Samuel Savage, this defendant has the most entire confidence in the truth of his statement; and if said letter shall turn out to be genuine, which is not admitted, then this defendant verily believes that it is wholly false that the said Samuel Savage either "falsely" or "fraudulently" represented he would only be enabled to pay the said sum of three or four thousand dollars out of the proceeds of the sale of a tract of land belonging to himself; on the contrary, if the said Samuel Savage made any such statement as ascribed to him in said letter, this defendant has no doubt of the truth thereof.

This defendant further answering, saith, that it is utterly and wholly false that the said Samuel and Mary Taylor, and her husband, never received any money afterwards from the said Samuel Savage, as falsely alleged in said amended bill; on the contrary thereof, this defendant expressly states, as he has before stated in his answer to the original bill, that the said Samuel Taylor, before he left the State of South Carolina, having full power to act for the said Mary Taylor and her husband, executed for himself and them a power of attorney, by which they expressly constituted the said Adam Hutchinson their attorney and agent in fact to act for them in relation to said estate, and to receive whatever might be coming to them from the said Samuel Savage, as such executor; and that the said Adam Hutchinson accepted said agency, and, during the period he was such agent, come to a final settlement with the said Samuel Savage relative to all his transactions with said estate as executor thereof or otherwise; and upon such final settlement, the said Samuel Savage paid to the said Adam Hutchinson the said sum of ten thousand and thirty-seven dollars and thirty-six and one-fourth cents, being all that was due from the said Samuel Savage

to the said residuary legatees; and this defendant has been informed, and believes, that the said Hutcheson paid the same to the said residuary legatees.

This defendant further answering, saith, that he supposes it to be true that the statute law of South Carolina, at the time when the said Samuel Savage became executor as aforesaid, and from thence to the present time, requires that an executor shall make not only annual settlements, but a final settlement with the proper court of Ordinary; but whether it requires notice to be given of said final settlement, as stated in said amended bill, this defendant does not know. But this defendant expressly states, that the said Samuel Savage not only made annual settlements of his said executorship with the said court of Ordinary, for the said district of Edgefield, but that he made a final settlement of all his business with said estate before the said court of Ordinary, and that said court is and was then the proper court to receive and make said annual and final settlements in and before; and this defendant has no doubt that the said Samuel Savage done all that was necessary from time to time to make said settlements valid according to the laws of South Carolina, and that if any notice of the time and place of said final settlement was required by law to be given, this defendant has no doubt the same was given; but it cannot be expected of this defendant, after so many deaths and such great lapse of time, to prove the same. Moreover, the said final settlement was made with and in the presence of the said Adam Hutcheson, who was the attorney and agent of the said Samuel and Mary Taylor, and her husband, and no notice whatever of such settlement was at all necessary or required by law in such case, whatever may be the law generally. It is wholly false "that the said Samuel Savage never made any final settlement of his accounts as executor, as aforesaid," as will appear by the records of said court of Ordinary, and other proof, which will be furnished in this cause. He is utterly ignorant whether any notice of such final settlement was published in any newspaper in the State of South Carolina, but has no doubt, if required by law, the same was done. It is true that, after said final settlement was made, and in the month of April or May, eighteen hundred and eighteen, *that* the said Samuel Savage removed from the State of South Carolina, and was never in said State afterwards.

The defendant further answering, saith, that if it shall be proved that the said Samuel Savage wrote the letter aforesaid marked I, still it is wholly false that the said Samuel Savage "fraudulently represented that it would be a waste of the estate of his testator to pay any further attention to the lands in Kentucky;" on the contrary, this defendant has no doubt that the said Samuel Savage at all times acted with perfect honesty and good faith in regard to the whole of said estate, and especially in relation to the said Kentucky lands; and this defendant has no doubt but that the said Samuel Savage always regarded the title of the said William F. Taylor to

said lands as desperate; and the defendant verily believes that such was the fact, and that said pretended title was worthless; and the said Samuel Savage never would have gone to the State of Kentucky, or in any way intermeddled with said lands, but some of the tenants on the same, shortly before he left the State of South Carolina, visited him for the purpose of bringing about a compromise; and the said Samuel Savage, in doing what he supposed best for the estate of the said William F. Taylor, went to the State of Kentucky, and in good faith disposed of a portion of said lands, as shown in the answer of this defendant to the original bill. The defendant is utterly and wholly ignorant at what time the said Samuel Savage ceased to address letters to the said Samuel and Mary Taylor, but he believes it to be utterly and wholly false that "Samuel Taylor continued to write letters to him from time to time, for a number of years, urging a settlement of said business, and to furnish an account," &c. On the contrary thereof, this defendant does not believe that the said Samuel Taylor wrote any such letters, either to the post office in South Carolina or elsewhere. He feels very confident that no such letters were received by the said Samuel Savage; and he feels equally confident that the said Samuel and Mary Taylor knew well of the said final settlement shortly after the same was made, and regarded said estate as finally settled, and knew well of the removal of the said Samuel Savage from the State of South Carolina. This fact was well known to the agent of the said residuary legatees, and there was much intercourse between the neighborhoods of the said testator and of the said Samuel and Mary Taylor. It is wholly false, therefore, that the complainants, and the said Mary and her husband, if she had any, were ignorant of the removal of said Samuel Savage from the State of South Carolina, and never discovered the same within the time mention[ed] in said amended bill. This defendant does not know whether or not the said residuary legatees were ignorant of the sale of a portion of the said Kentucky lands, until the discovery, as mentioned in the amended bill; but this defendant expressly denies that the said Samuel Savage fraudulently concealed from the said residuary legatees the said sale of a portion of said Kentucky lands, and his receipts therefor. On the contrary thereof, the said Samuel Savage acted in good faith in regard to said sales and receipts; and the sum so received being very inconsiderable, the said Samuel Savage did not think it worth the expense and trouble of returning to the court of Ordinary, in South Carolina, and in fact not more than sufficient to compensate him for his trouble in attending to said lands; and this defendant expressly states that he is not bound to account therefor; nor was the said Samuel Savage in his lifetime bound to do so, nor have the complainants, in any event, any manner of title thereto, as will appear by his answer to the original bill, to which he now refers, and avers the same to be true in all things in regard to said lands.

The defendant does not know whether the said William Primrose

is the agent of the complainants or not; and if their agent, he does not know their motives in sending him to the United States, or at what time he arrived. He knows nothing of his going to Kentucky in the month of November or December, eighteen hundred and thirty-six, and then, for the first time, discovering the said two deeds for a portion of the said Kentucky lands; and of his afterwards going to the State of South Carolina, where, in January, eighteen hundred and thirty-seven, he ascertained that the said Samuel Savage resided in the State of Alabama. Of these allegations defendant is wholly ignorant; but he believes it to be wholly false that the said residuary legatees did not know the residence of the said Samuel Savage until ascertained by said Primrose; on the contrary, he believes that the said Samuel and Mary Taylor were informed and knew well the residence of the said Samuel Savage shortly after he left the State of South Carolina, and also his residence in Alabama shortly after his removal to that State.

This defendant further answering, saith, that it is true that, in the month of June, eighteen hundred and thirty-seven, the said Primrose had an interview with the said Samuel Savage, at his residence in Lauderdale county, Alabama, and communicated to him his pretended agency. But it is utterly and wholly false that the said Samuel Savage, in that interview, or at any other time, made to said Primrose any false or fraudulent representations in regard to said estate; on the contrary thereof, he made a full and fair disclosure to said Primrose of all that had been done by him in regard to said estate. It is untrue that he either "falsely" or "fraudulently" affirmed that he had finally settled his accounts in the State of South Carolina with the proper court of Ordinary; on the contrary, this defendant expressly states that the said Samuel Savage did affirm that he had made such final settlement, and such was and is the fact; but he was guilty of no fraud or falsehood in reference to said final settlement. It is wholly false that the said Samuel Savage represented to the said Primrose that he had never been in the State of Kentucky subsequent to the year eighteen hundred and sixteen, had never sold any of the said lands in Kentucky, or received anything therefor, and that said lands were valueless; on the contrary, these allegations are wholly unfounded. It is equally untrue that the said Samuel Savage was guilty of any of the other prevarications or misrepresentations falsely alleged in said amended bill; on the contrary, the said Samuel Savage gave said Primrose a full statement of the consideration obtained for said Kentucky lands. Defendant knows of the said Primrose showing to the said Samuel Savage copies of the said deeds for the lands in Kentucky, for this defendant was personally present during the whole of said interview, and heard and knows well what actually did transpire between the said Primrose and the said Samuel Savage; but the said Primrose exhibited said deeds as evidence of title of the said William F. Taylor to said lands, insisting that if the title had not been

in said Taylor, the lands could not have been sold for any such price, and that said Samuel Savage should be liable for neglect in not recovering said lands as he might have done; on the contrary, the said Samuel Savage denied all neglect or liability for said lands, and expressly told said Primrose that the title of the said William F. Taylor to said lands was not valid, and that what he had received for said lands would not more than pay his expenses and trouble. The said Samuel Savage told the said Primrose that he had often heard that the said William F. Taylor only gave the small sum of four hundred dollars for his claim to said lands in Kentucky, and that said Taylor always esteemed the claim as invalid. The said Primrose upon that occasion did not pretend to deny the agency of said Hutcheson to settle the estate in South Carolina, and all the papers in reference to the estate in South Carolina, so far as they were in possession of the said Samuel Savage, including of the receipt of said Hutcheson, were shown to the said Primrose; nor did the said Primrose, so far as respondent recollects, then set up any claim, except for some interest, as to any part of the estate in South Carolina; but only as to the said Kentucky lands. It is true that, in regard to these lands, the said Primrose did offer to refer all the matters in difference to arbitrators; but it is wholly untrue that the proposition embraced any other part of the estate of the said William F. Taylor. To this proposition the said Samuel Savage replied, that he would take the advice of some legal friend before he done anything in the matter; and it is utterly false that the said Samuel Savage ever agreed to refer said difference to arbitrators. It is true that the said Primrose did say, that he would give the said Samuel Savage forty days to deliberate upon said proposition. Immediately after the said interview had taken place, the said Samuel Savage sent for Peter Anderson, esq., an attorney at law of Florence, Alabama, whose legal advice he obtained in regard to said proposition; and on Tuesday after the interview aforesaid with the said Primrose, and before he had left the town of Florence, he was informed by said Anderson that the said Samuel Savage would not accede to said proposition, and was entreated by said Samuel Savage, if he intended to sue at all, to do so in his lifetime, that he might defend the same.

This defendant does not know at what time the said Primrose employed the said James W. McClung, esq., or what power or authority he conferred upon him in regard to said estate; nor does this defendant know what instructions he received relative to the prosecution of suits against the said Samuel Savage, in the event he failed to accede to said proposition; nor does this defendant know any thing of the allegation in said amended bill, that the said Samuel Savage was informed presently afterwards that said authority was given to the said James W. McClung.

This defendant expressly states, that the said Samuel Savage, in order to have the said business settled in his lifetime, and to cause

said Primrose to bring a suit in his lifetime, if he intended to sue at all, went by the way of Huntsville, about the first of July, in the year eighteen hundred and thirty-seven, on his way to the springs at McMinville, Tennessee, and sent to the office of the said James W. McClung, and had an interview with him at the tavern in Huntsville, and specially enquired of him if he had authority to bring suit on behalf the complainants—when he denied the same; whereupon the said Samuel Savage expressly told the said McClung, that he never would compromise said claim, and he was conscious he would live but a short time; and entreated him, if said Primrose intended to sue, to do so immediately in his lifetime, and told said McClung where he was going, and requested him, as an act of kindness, if at any time a suit was to be brought, to write him, and he would immediately return, that process might be served upon him without delay.

It is true that the said Samuel Savage died at the time, and that defendant qualified as his executor at the time, mention[ed] in said amended bill; but this defendant believes that it is wholly false that said suit would have been commenced earlier, but for the death of the said Samuel Savage; on the contrary thereof, this defendant verily believes if the said Samuel Savage had lived, the said suit would never have been commenced.

It is utterly false, that "after the said Samuel Savage removed from the State of South Carolina, he received from his agent various sums of money collected from the debts of the estate of the said William F. Taylor, amounting to at least ten thousand dollars;" on the contrary, no such sum, or any other sums, were so received, either from his agent or otherwise; but all the money received by the said Samuel Savage, as such executor, was truly accounted for and paid over as aforesaid, before he left the State of South Carolina, and he received nothing of said estate from South Carolina after he left there.

This defendant knows nothing of the truth or falsehood of the allegations contained in said amended bill, relative to the ledger and cash book kept by the said William F. Taylor in his lifetime, and requires strict proof thereof; and even if such books should be proved to be genuine, he denies expressly that they are legal or competent evidence of the existence of the accounts charged therein, or that they afford any legal evidence whatever of the indebtedness of the said Samuel Savage, or that he received any cash from the estate of the said William F. Taylor. And finally, this defendant denies that the said Samuel Savage was indebted to the said William F. Taylor at the time of his death, as charged in said original and amended bill, or that he received cash left by the said William F. Taylor, as there stated, except such sums as are truly accounted for to the said court of Ordinary.

This defendant further answering, saith, that he is utterly ignorant whether or not the said Samuel Savage ever wrote the letter

dated "North of Ireland, February 21st, 1811," and marked No. 2, as alleged in said amended bill, and requires strict proof thereof. He denies that said letter, if proved to have been written by the said Samuel Savage, shows any indebtedness on the part of the said Savage to the said William F. Taylor; and if any such indebtedness should, in the opinion of the court, be established, then this defendant states that he has no doubt that the said Samuel Savage fully settled the same with the said William F. Taylor in his lifetime, and that no part thereof was due at the death of said Taylor. It is wholly untrue, that either the sums mentioned on said books, or the said sum of eight hundred and sixty dollars, was never accounted for, if at any time due.

This defendant states that he believes it to be utterly false, that the said residuary legatees were ignorant of the said letter and the charges upon said books, until they were obtained by their said agent, as alleged in said amended bill; on the contrary, the defendant feels very confident that the said Samuel Taylor, when in the State of South Carolina, had free access to the books, papers, and letters of the said William F. Taylor, and, as he believes, was well acquainted therewith. The defendant is informed and believes that the said Samuel Savage, during some portion of the time he lived in the State of South Carolina, had a store at a place called "North of Ireland," but at what time, or whether he resided there, defendant does not know. This defendant does not certainly know that the said Primrose had seen, and knew, of the sale bill and inventory of notes, bonds, and accounts of said estate, as returned to the proper office of said court of Ordinary before the filing of the original bill in this cause; but he has good reason to believe, and does believe, that he had such information, and fraudulently concealed and suppressed the same when he filed said original bill; as the said Primrose, in the interview which he had with the said Samuel Savage, as aforesaid, informed him of the amount of said sale bill. This defendant expressly states that he is informed and believes, that the said sale bill and inventory last aforesaid were on file in said office, with the other papers of said estate, in the usual desk and place for keeping such papers; and that said Primrose, before the filing of said original bill, was in said office for several days, taking extracts from the papers of said estate in said office.

This defendant further states, that he is informed and believes that it is not required, nor is it the practice under the laws of South Carolina, to record the sale bill and inventory of notes, bonds, and accounts of estates, but that the same are regularly filed in said office, and become and remain from thence matter of record, to which every one that chooses has free access; and that it is utterly and wholly false that the said residuary legatees did not know of the existence of said sale bill and inventory, until after the defendant filed his answer to the original bill in said cause; on the contrary thereof, this defendant has been informed and believes that

the sale bill and inventory aforesaid were examined and well known to the said Samuel Taylor, when in the State of South Carolina, in eighteen hundred and fifteen and sixteen, and also to the said Adam Hutcheson, the agent of the said residuary legatees, and even to the said Primrose long before he came to the State of South Carolina; and defendant has been informed and believes that the Ordinary of said district of Edgefield informed the said Primrose, by letter, of the existence of said sale bill and inventory, all of which the said complainants and said Primrose well knew, and fraudulently concealed and suppressed.

This defendant further answering, saith, that the charge in said amended bill, that "twenty-two negroes and other property, of the value altogether of about thirteen thousand dollars, of the property noticed in the inventory, of which a copy is exhibited with their said original bill, and which were of the assets in the State of South Carolina, are not included in said sale bill," is utterly and wholly false, as will be seen by an authentic copy of said sale bill, herewith filed, marked Exhibit Y, and prayed to be made a part of this answer. On the contrary thereof, all the said negroes, and other property included in said inventory, were duly sold by the said executors, and returned in said sale bill to the proper office; and so much of the proceeds thereof, as was received by the said Samuel Savage, were legally accounted for by him in his annual settlements to said office; and this defendant supposes that the other executors, in like manner, accounted for so much of the proceeds of said sale as came to their hands. It is wholly false that the said negroes and other property, so far as they came to the hands of said Samuel Savage, were not accounted for to the said court of Ordinary, or otherwise; and it is equally false that "the said negroes and other property came into the hands of the said Samuel Savage, were sold by him, and the proceeds of the sales thereof received by him;" on the contrary thereof, a portion of said negroes and property came into the hands of the other executors, were sold by them jointly with the said Samuel Savage, and the proceeds received by them, and for which the said Samuel Savage was and is not accountable. It is wholly false that the said Samuel Savage "fraudulently concealed the said sales and receipts from the said residuary legatees," or any other person, or that they were ignorant thereof until the same was discovered as aforesaid; on the contrary thereof, the said Samuel Savage well and truly accounted for all the sales and receipts of said negroes and other property, so far as the same came to his hands. It is true that the sales and sale bill were made, returned, and filed jointly by all of said executors; but the sale notes, bonds, and accounts were apportioned among said executors, at the sale, for collection.

This defendant says that he is not able to state what part of the negroes, and other property included in said inventory, were of the assets of said William F. Taylor, in the State of South Carolina,

and he is wholly and utterly ignorant of what portion thereof came to the hands of the said Samuel Savage and the other executors, except what appears from the records of said court of Ordinary. He does not know in what proportions the said property, and the notes, bonds, &c., the proceeds of sales thereof, were apportioned to said executors, except what appears from said records. This defendant does not know whether the said inventory was the inventory of the said Samuel Savage and Matheson only, or not; but he has good reason to believe that the said inventory was made by all of said executors.

This defendant states, that when he was preparing the answer filed by him to the original bill in this cause, he had in his possession two papers, each purporting to be copies of the sale bill of said estate, from the records of the said court of Ordinary in said district of Edgefield, both of which were certified by O. Towles, Ordinary of said district, to be true copies of said sale bill, only one of which was authenticated as required by law. He was advised by his counsel to file with his said answer, as an exhibit, the one so authenticated; and having previously carefully examined the one not so authenticated, and compared the same with the said inventory, and finding that the property mentioned in said inventory was truely accounted for in said sale bill, and having examined some of the items mentioned in the paper so authenticated, and finding that they answered to the same items in the inventory, and seeing that the sum of twenty-four thousand and eleven dollars and forty-six cents constituted the aggregate amount of both of said sale bills when added, he concluded that the same were both true copies from the records of the said court of Ordinary, and made no further examination, and never discovered his mistake until the amended bill of the complainants was filed, and a copy thereof served upon him. He now finds that the said Ordinary, in copying the paper so authenticated as a sale bill, and filed as an exhibit in said answer, in the hurry of business, omitted to insert therein the "twenty-two negroes and other property" mentioned in said amended bill. This defendant, since he filed said answer, has seen the records of said court of Ordinary, and knows from personal observation that the said "twenty-two negroes and other property" *is* accounted for in the sale bill of said estate; and the said O. Towles informed this defendant of the mistake, and is ready to testify to the same; and this defendant is very confident that the said Primrose, the pretended agent of the complainants, at the time he filed said amended bill, knew well that the said "twenty-two negroes and other property" had been accounted for in said sale bill, but fraudulently and falsely, as in many other instances, affirmed the contrary—hoping, from the *stateness* of the transactions, that the defendant could not defend himself against the said false and fraudulent charges. The slightest examination of the said exhibit would at once have detected the mistake.

This defendant is utterly and wholly ignorant whether or not the said Matheson died before the debts for which such property was sold were collected or became due, and requires strict proof thereof. This defendant admits that exhibit M, filed with said amended bill, is a true copy from the records of the said court of Ordinary; but whether the effects therein mentioned were the "only" assets of said estate, received by the said Duncan Matheson, this defendant is utterly and wholly ignorant, and requires proof thereof.

This defendant supposes the exhibits marked 3, 4, and 5, in said amended bill, are copies from the records of the said court of Ordinary; but whether or not said exhibits constitute copies of the "only settlements which the said Ross made with the said court of Ordinary," this defendant is wholly ignorant, and requires full proof thereof, if material for his defence. He denies expressly that said "three" settlements "include all the transactions" of the said Ross as executor of said estate; on the contrary thereof, as before stated, the said Ross, on the first day of February, eighteen hundred and twelve, returned a schedule of notes and other claims belonging to said estate, amounting to the sum of thirteen thousand six hundred and forty-five dollars, sixty-five and three-fourth cents, to the said court of Ordinary, then in his hands as such executor; and that other and further assets of said estate were in the hands of said Ross, this defendant is wholly ignorant.

This defendant is utterly ignorant whether or not the said Patrick McDowell ever returned any account to the said court of Ordinary. This defendant denies expressly that the lands of the estate in South Carolina sold for a large sum; on the contrary thereof, this defendant has been informed and believes that said lands were of very little value; and defendant is wholly ignorant of what portion of the proceeds of the sale of said lands came into the hands of said Samuel Savage, and requires strict proof thereof. He is utterly ignorant of the proceeds of lands in South Carolina, except what is accounted for in said records, and he has no doubt that the said Samuel Savage honestly accounted for every cent received by him for the sale of said lands. It is wholly false, as alleged in said amended bill, "that about three thousand dollars, proceeds of the sale of property mentioned in said sale bill, was collected by said Samuel Savage, and has never been paid over or accounted for" by him; on the contrary thereof, this defendant has been informed and believes, and has no doubt, that every cent so collected was honestly and truly accounted for and paid over by the said Samuel Savage before he left the State of South Carolina. It is wholly false that the said sum of money, or any other sum, was fraudulently concealed from the complainants by the said Samuel Savage; on the contrary, the said allegation is wholly false, and the defendant requires strict proof thereof. It is utterly and wholly false, as alleged in said amended bill, that the said Samuel Savage collected, of the bonds and notes of said estate which came to his hands, the

amount of about four thousand seven hundred dollars, or any other sum, and never accounted therefor; on the contrary thereof, many of said claims, as returned in said list or inventory of notes, were barred by the statute of limitations, and insolvent in the lifetime of the said William F. Taylor, and could never be collected; and this defendant has no doubt but that the said Samuel Savage collected all that could be realized, and accounted for every cent thereof to the said court of Ordinary and said residuary legatees. It is wholly false that the said Samuel Savage fraudulently concealed from the said residuary legatees the fact that said bonds and notes came to his hands, or that they were ignorant thereof, as alleged in said amended bill; on the contrary thereof, the said list of notes and bonds were returned and filed of record in the said court of Ordinary, by the said Samuel Savage and William Ross, two of said executors, in the year eighteen hundred and twelve, and were accessible to the said Samuel Taylor when in South Carolina, in the years eighteen hundred and fifteen and sixteen, and to the attorney of the said residuary legatees after his departure, and this defendant has no doubt, was often seen and examined by both; moreover, the settlement of the accounts of the said Samuel Savage, came annually under the immediate examination of the said court of Ordinary, who knew well what claims were or could be realized. This defendant does not know what portion of said notes and bonds came to the hands of the said Samuel Savage. This defendant is ignorant whether or not the said Samuel Savage, and the said other executors, gave any bond for the faithful execution of their trusts as said executors, in South Carolina, or not, and requires proof of said allegation. He admits that the legal rate of interest in the State of Kentucky was, and is, six per centum per annum, as alleged in said amended bill. Defendant is ignorant whether or not a "suit could have been maintained against the said Samuel Savage, in the State of South Carolina, since his removal from that State, by the laws of said State, and leaves the complainants to such proof as they can make upon this allegation.

The defendant is advised by his counsel that, however this may be, no suit could legally have been maintained in the court of the State of Alabama, against the said Samuel Savage, relative to the matters alleged in said bill and amended bill, in his life time; nor can the same be sustained against the defendant, since his death, as his executor, and that this court has no jurisdiction of the said matters set forth and alleged in said bill and amended bill; and this defendant pleads and relies upon all the matters and things by him alleged in his answer to the original bill in this cause, as a bar to any and all relief sought by the complainants in the said bill and amended bill.

And this defendant further saith, that if the complainants, or either of them, ever had any cause of suit against the said Samuel Savage in his lifetime, or against this defendant since his death,

for or concerning any of the matters, transactions, or dealings, in the said bill and amended bills of complaint mentioned, (which this defendant doth in no sort admit, but, on the contrary, expressly denies the same,) the same did accrue or arise above six years before the filing of said original bill, and above six years before the death of the said Samuel Savage, and above six years before serving this defendant with any process to appear to, and answer the same.

And this defendant further saith, and doth aver, that the said Samuel Savage did not, at any time, neither six years before his death, nor within six years before the filing of the complainants' said bill of complaint, nor within six years before this defendant was served with process to appear and answer thereto, ever promise or agree to come to any account for, or to pay, or any ways satisfy the said complainants, or either of them, any money for or concerning any [of] the matters, transactions, or dealings, in the complainants' said bill and amended bills of complaint charged or alleged; nor did this defendant, as executor of said Samuel Savage, ever make any such promise or agreement; and, therefore, this defendant doth plead and rely upon the statutes of the State of Alabama, made for the limitation of suits and actions, and prays the benefit of all said acts. All which matters this defendant doth aver and plead in bar of the complainants' said bill and amended bill, and of the complainants' pretended demands, for which they seek to be relieved by said bills; without that, that any other matter or thing in the said complainants' said bills of complaint contained, material or necessary for this defendant to make answer unto, and not herein or hereby sufficiently answered unto, confessed and avoided, traversed or denied, is true; and this defendant having fully answered said bill and amended bill, humbly prays hence to be dismissed, with his reasonable costs and charges in this behalf most wrongfully sustained.

A. WRIGHT, *Pulaski, Tenn.*
EDMUND DILLAHUNTY,
JAMES FULTON, *Fayetteville, Tenn.*
S. W. PROBASCO, *Florence.*
Solicitors for Defendant.

William W. Holt, attorney and agent for defendant, Augusta, Georgia.

F. H. Wardlaw, attorney and agent for defendant, Edgefield court house, South Carolina.

David L. Wardlaw, attorney and agent for defendant, Abbeville court house, South Carolina.

Affidavit to answer to amended bill.

United States of America,
Northern District of Alabama:

Before me, Benjamin T. Moore, clerk of the District Court of the United States of America, for the northern district of Alabama, this day personally appeared George M. Savage, executor, &c., of Sam-

uel Savage, deceased, and made oath that the statements in the foregoing answer, as of his own knowledge, are true, and those made from the information of others, he believes to be true.

GEORGE M. SAVAGE.

Subscribed and sworn, before me, the 19th September, 1839.

B. T. MOORE, *Clerk D. C.*

(*Endorsed.*)—"Filed 19th September, 1839.

"Test: B. T. MOORE, *Clerk D. C.*"

(*Exhibit X.*)—Exhibit X.

Mary Taylor and husband, to Patrick McDowall and Samuel Taylor.

To all and sundry to whom these presents shall come: Mary Taylor, otherwise Rainey, spouse of William Rainey, preacher of the Gospel in the parish of Drumblade, and county of Aberdeen, and lawful daughter of the deceased Samuel Taylor, of Drumdollo, in the parish of Forgue, and county of Aberdeen aforesaid, and of Elizabeth Forbes his spouse, also now deceased, with consent of my said husband, and the said William Rainey, for myself, my own right and interest. Whereas, William Forbes, of Philadelphia, brother germain of the deceased Elizabeth Forbes, my mother, died some time ago intestate, possessed of certain houses in the city of Philadelphia, and houses and land in and about the village of Germantown, and certain lands in the State of Kentucky, to all which Nathaniel Forbes, his son, also now deceased, succeeded, subject to the dower of Mrs. Mary Forbes, his mother. That the said Nathaniel Forbes having also died intestate, the said Elizabeth Forbes, my mother, came to have right to the lands and houses aforesaid, and she having also died intestate, I, the said Mary Taylor, and Samuel Taylor, of Lessendrum, in the parish of Drumblade, and county of Aberdeen aforesaid, my brother, being the only surviving children of the said Elizabeth Forbes, and the only heirs and representatives of the said William Forbes and Nathaniel Forbes his son, have now the sole right to the lands and houses aforesaid, and all other subjects, means, and estate wheresoever situated, which belonged to the said William and Nathaniel Forbes, subject always to the dower of the said Mrs. Mary Forbes. And whereas William Forbes Taylor, of Cameltown, in South Carolina, my brother, died some time ago, leaving a will, by which he appointed William Ross and Duncan Mathieson, both now deceased, and Patrick McDowell, of Savannah, and Savage, of , his executors, and bequeathing to me, and my said brother Samuel, the whole of his residuary estate. And whereas it is requisite and necessary that I authorize some proper person or persons to manage and recover for my behoof, my share of the property aforesaid. Therefore, know ye, that I, the said Mary Taylor, with the consent of my said husband, and I, the said William Rainey, for my own right and interest, and we

both, with one consent, have made, constituted, and appointed, and by these presents make, constitute, and appoint, the said Patrick McDowall and Samuel Taylor, jointly and severally, to be our true and lawful attorneys, giving, granting, and committing to them, and either of them, full power and authority for us, and in our names, and for our behoof, to ask, demand, sue for, and recover, from all and every person or persons in any of the States of America, or elsewhere, the just and equal half belonging to us, of all debts, sums of money, goods, wares, and effects, of whatsoever nature, due and resting, or which belonged [to] the said William Forbes and Nathaniel Forbes, both now deceased, or to either of them, and to which *which* we have now right; and particularly to demand, sue for, and receive the rents due, or that may become due, for the houses and lands which belonged to the said William Forbes and Nathaniel Forbes, situated as aforesaid, or elsewhere; to remove the present tenants and possessors of the premises, if our said attorneys should see cause, and to let the same again to others; as also with full power and authority to our said attorneys, and either of them, to sell and dispose of said houses and lands, and all right and interest which we have therein, at such prices as they may think proper, and to give, grant, and seal, from *al* rights and conveyances to the purchasers thereof, agreeable to the laws and forms of the United States of America, wherein the said property is situated; and further to commence, sue, and prosecute, any action, suit, or suits at law, and to use all other legal meanss for recovering the premises; and, again, such actions to release as they may think proper, and on receiving *recovering* the rents or price of the premises, or any other sum or sums of money on our account, to give, seal, and execute, full and sufficient acquittances and discharges therefor; and with power to our said attorneys, to compound, compromise, and agree, for our interests, all disputed claims, matters, and things, to the best of their judgment; and, in general, to do, perform, and execute, all and every thing needful to be done in and about the recovery and management of the estate and effects, real and personal, of the said William and Nathaniel Forbes, belonging to us, as fully and effectually, to all intents and purposes, as we might or could do ourselves, if personally present. And, further, with full power to the said Samuel Taylor to uplift, receive, and discharge, of and from the executors of the said deceased William Forbes Taylor, our share of his means and estate, and to take all necessary measures for the recovery thereof; and, upon recovery, to grant the necessary acquittances and discharges for the same. And, further, with full power to our said attorneys, or either of them, to substitute one or more attorneys under them, and to confer on these attorneys all the powers herein contained, promising to ratify, confirm, and allow, all and whatsoever things our said attorneys, or either of them, or any attorneys to be substituted by them, shall lawfully do, or cause to be done, in virtue of these presents.

In witness whereof, we have hereto set our hands and seals, this fourteenth day of September, in the year of our Lord eighteen hundred and fifteen, and in the reign of our Sovereign Lord, George the Third, of the United Kingdoms of Great Britain and Ireland, King, the fifty-fifth year.

MARY TAYLOR, [L. S.]
WILLIAM RAINEY, [L. S.]

Signed, sealed, and delivered, (being first duly stamped,) in presence of

ALEN DONALD,
JOHN SPENCE.

Eighth September, one thousand seven hundred and sixty years, Samuel Taylor, in Loanhead, had a son baptised named William. William Forbes and Nathaniel Forbes, witnesses. Fifteen June, one thousand seven hundred and seventy-one years, Samuel Taylor, in Loanhead, had a son baptised named Samuel. William Forbes and Robert Forbes, witnesses. Sixth January, one thousand seven hundred and seventy-eight, Samuel Taylor, in Loanhead, had a daughter baptised named Mary. Nathaniel Forbes and John Allan, witnesses.

Extracted from the registers of baptisms of the parish of Drumblade, this twenty-seventh day of August, eighteen hundred and fifteen years, by Alex'r Sime, sessions clerk, P. T.

That the within is a just and faithful extract, and that Samuel and Mary Taylor therein mentioned, and lawful brother and sister to the late William F. Taylor, esqr., merchant, South Carolina, is attested in presence of the church session by Robert Gorden, minister of the parish of Drumblade, David Innes and John Spence, elders of said parish, at Drumblade, this 27th day of August, eighteen hundred and fifteen years.

ROBERT GORDON, *Minister.*
DAVID INNES, *Elder.*
JOHN SPENCE, *Elder.*

At Huntly, in the county of Aberdeen, in that part of Great Britain called Scotland, the fourteenth day of September, eighteen hundred and fifteen, in presence of General Alexander Hay, of Ranes, one of his Majeste's justices of *of* the peace for the county of Aberdeen, appeared Alexander Donald, schoolmaster in Huntly, and John Spence, in Thomastown, the two subscribing witnesses to the within written power of attorney, who *who* being severally sworn and examined, make oath and say, that they were present and did see the within named Mary Taylor, otherwise Rainey, and William Rainey, her husband, sign, seal, and, as their own act and deed, deliver the said power of attorney; and that the names Mary Rainey and William Rainey, subscribed to the said power, are of the proper handwriting of them, the said Mary Rainey and William Rainey; and that the names Alexander Donald and John Spence,

subscribing the said power as witnesses, are of their proper handwriting respectively. And they do further make on oath, and say, that they know, and are well acquainted with, the said Mary Taylor, otherwise Rainey, and Samuel Taylor, in Lessendrum, her brother, and that they are the only children, now in life, of Elizabeth Forbes and Samuel Taylor, in Drumdolle, in the parish of Forgue, and county of Aberdeen, both now deceased. That they also know that the said Elizabeth Forbes had a brother named William Forbes, who went to America many years ago, and who died there, as the deponents have heard; that they have also heard that the said William Forbes left a son named Nathaniel, being his only child, who, they are informed, died without issue. The deponents further make oath and say, that the [said] Elizabeth Forbes and Samuel Taylor, both now deceased, had a son named William, who went to America, and died there some years ago, and the deponents understand, and verily believe, that the said Samuel Taylor, in Lessendrum, and Mary Taylor, otherways Rainey, his sister, are the nearest lawful heirs and representatives of their said uncle William Forbes and his son, and also of their said brother William; all which they declare to be truth, as they shall answer to God.

ALEN DONALD,
JOHN SPENCE.

Sworn before me, at Huntly, this 14th day of September, one thousand eight*een* hundred and fifteen years.

A. HAY, *J. P.*

I hereby certify that the said General Alexander Hay, of Rames, is one of the justices of the peace for the county of Aberdeen, and that the above affidavit was made and attested in my presence.

ALEX'R STEWART,
N. P. Q. W. O. Attestor.

Georgia, Richmond county, clerk's office, superior court, 21st December, 1815. Recorded in book N, folio 371 to 374, and examined.

JOHN H. MANN, *Clerk.*

Recorded 26th March, 1816.

THE STATE OF SOUTH CAROLINA, *Edgefield District:*

I, Geo. Pope, clerk of the court of common pleas and general sessions, for the district and State aforesaid, do hereby certify the foregoing, numbered as follows: No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, and No. 7, of the two attached sheets of paper, contain a full and complete copy of a power of attorney, or instrument of writing, from Mary Taylor and husband, to Patrick McDowall and Samuel Taylor, as will appear by the remains of record of the clerk's office of the district aforesaid, of book J. J., pages 528, 529, 530, 531, 532, and 533.

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In witness whereof, I have hereunto set my hand and
[L. S.] affixed my seal of office at Edgefield court-house, this 7th day of August, in the year of our Lord one thousand eight hundred and thirty-nine.

GEO. POPE, *C. C. P.*

THE STATE OF SOUTH CAROLINA:

I, A. P. Butler, one of the judges of the court of Common Pleas and General Sessions for the State aforesaid, and presiding judge of the said court in Edgefield district aforesaid, do hereby certify that Geo. Pope, who has signed the foregoing certificate, was at the time of signing the same, and is now, clerk of the said court, and recorder of Mesne Conveyances for Edgefield district aforesaid: that full faith and credit are and of right ought to be given to his attestations as aforesaid.

Given under my hand at Edgefield court-house, this 17th day of August, 1837.

A. P. BUTLER,
Associate Judge of So. Ca.

THE STATE OF SOUTH CAROLINA:

By his excellency, Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

Patrick Noble. To all to whom these presents shall come. Know ye that George Pope, whose seal and signature appear to his certificate on the instrument of writing hereunto annexed, is and was at the time of signing said certificate clerk of the court of Common Pleas and General Sessions, ex-officio register of Mesne Conveyance in and for the district of Edgefield and State aforesaid; and that A. P. Butler, whose signature also appears to his certificate on the instrument of writing hereunto annexed, is and was at the time of signing said certificate, one of the associate judge[s] of the court of Common Pleas and General Session for the State aforesaid, and presiding judge of said court in Edgefield district, and that their certificates are in due form and by the proper officers.

Therefore all due faith, credit, and authority is and ought to be had and given to their proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State in the town
[L. S.] of Columbia, the twenty-third day of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the Independence of the United States of America.

By the Governor: M. LABORDE,
Secretary of State.

Exhibit Y.—(Exhibit Y.)

2 tracts land 781 acres	$1 62½	E. Morgan, Amos Dubose	$1269 13
1 do do 290	87	Benjamin Grumbles	252 30
1 do do 224	56½	William Morgan	126 00
1 do do 338	4 25	William Olds	1436 50
1 do do 193	5 01	William Hall	966 93
1 lot called Rowan's	35 00	Peter Robertson	35 00
1 tract land 124	33	John Delaughter	40 92
Houses and lots in Campbellton	500 00	Mason Garrett	
	313 00	Resold to Geo. Pearson	313 00
4 days' fishing at Stephen's ck.		Christian Breithaupt	780 00
½ the cow shoal fishery		James Jones	79 00
Taylor's Fishery		George Adams	73 00
27 sheep	3 34	James Gardner	90 18
1 sorrel horse	71 00	William Jackson	71 00
1 riding do	40 00	Duncan Mathison	40 00
1 horse Buck	44 00	John Glascock	44 00
1 do Pocket	67 00	William Olds	67 00
1 do Rock	25 00	P. Prince, Ren. Cloud	25 00
1 do Grumble sorrel	28 00	Tho. Ga. Watkins	
Resold a	22 75	Samuel Savage	22 75
1 horse called Twigg	1 00	Cash	1 00
1 mule	93 00	Saml. Lowther	93 00
1 do	100 00	Ketch Penny, Wm. Garrett	100 00
1 do	74 00	Felix McKinne	74 00
1 do	81 00	Wm. Garrett	81 00
1 do	71 00	F. McKinne	71 00
1 do	105 00	Wm. Garrett	105 00
1 do	79 00	F. McKinne	79 00
1 do	92 00	Do do	92 00
1 waggon	88 00	George Walker	88 00
1 cart	7 50	George Pearson	7 50
1 ox ditto	12 25	Thomas Webster	12 25
17 goats	1 50	Tho. Watkins 27 00 to Leroy Hammond, sr.	21 76
Resold	1 28		
5 head cattle	51 00	Thomas Glascock	40 00
Resold	40 00	Amos Dubose	
5 head cattle	41 00	Reuben Cloud	41 00
5 do do	30 00	Lewis Holloway	30 00
5 do do	24 25	John Curry, sr.	24 25
5 do do	21 50	Do do	21 50

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EXHIBIT Y.—Continued.

5 head cattle	20 00	John Curry, sr.	$20 00
5 do do	17 00	Do do	17 00
2 do do *a*	15 50	For 5 do do	6 20
One yoke oxen	49 50	E. Murphy	49 50
One do do	49 00	Do do	49 00
One do do	23 00	John Moragne	23 00
One lot of 12 hogs		E. Murphy	67 25
One do 10 do		Do do	61 25
One do 11 do and shoats		Leroy Hammond, jr.	18 00
One lot of 8 hogs		John Glascock	51 00
One do 8 do		A. Rogers	35 50
One do 8 do		Wm. Thomas	20 25
One sow and 2 pigs		Do do	8 00
One lot 14 hogs & pigs		Wm. Olds	42 00
One do 8 do as they run		Benjn. Grumbles	2 00
One 40 saw cotton gin		Wm. Garrett	34 00
One old do do		Do do	2 00
One lot all the cotton seed		Jno. Gray, jr.	1 00
One waggon		Robert Livingston	100 00
One chair and harness		Samuel Savage	250 00
One large grindstone		Jacob Danforth	7 50
One small do		E. Murphy	8 00
One small copper still		Wm. Evans	30 00
One large do do		Samuel Savage	67 00
Negro man Charles		Wm. Samuel	270 00
Do boy Baitley		Wm. Shaw pr. T. Coxe	400 00
Do boy Jims		Lewis Calfrey	275 00
Negroes Cuff & Rachael		James Gardner	965 00
Negro man Dave		Wm. Garrett	181 00
Do do Harry		James for Thos. Gardner	306 00
Do Halleday, his wife and two children		Do for do do	1252 00
Do Jack, his wife and four children		John Key	1163 00
Do boy Sam		James Day	358 00
Do do Nelson		Richard Quarles	500 00
Do do Romeo		Wm. Garrett	406 00
Do man Dick		Moses Tullis	205 00
Negro boy Bill		Benjamin Hightower	520 00
Do do Abner		Benjamin C. Yancy	390 00
Do do Marcus		James Day	363 00

EXHIBIT Y.—Continued.

Negro man Charles and tools			Thomas McKie	$1220	00
Do girl Rhina			Sampson Butler	412	00
Do man Tom & wife Cressy	811	00	Leroy Hammond, jr. } Isaac Laroche }	766	00
Resold	766	00	Felix McKinne	450	00
Negro boy Limas			Benjamin M. Runnels	700	00
Negro man Gabe			Jno. Wooten, jr., A.		
Do woman Amy			Richardson	331	00
Do boy John			Musco Livingston	436	00
A lot axes			E. Murphy	16	50
A Grindstone			Frederick Hill	8	00
Lot small do, 2 spades, &c.			Wm. Thomas	5	00
Do axes, hoes, &c.			Wm. Garrett	14	25
Do sundries			Henry Milling	2	00
Do scythes and cradles			Wm. Garrett	5	75
Do 11 axes and 1 hoe			John Terry	16	00
Do 4 ploughs			Thomas Key	4	25
Do 2 do and coulter			Wm. Garrett	7	00
Large beam			Allen Addison	3	00
One wheel barrow			Charles Hammond	1	00
One ⋈ cut saw			Alexander Stewart	6	25
Lot of 4 ploughs			William Garrett	6	75
Lot of 4 do			Do. do.	4	25
One jack screw			Robert Frazer	5	00
1 pr. cart wheels			E. Doolittle	7	00
Grubbing hoe, axes, &c.			Cash R. C.	2	00
Garden rake, hoes, &c.			Wm. Garrett	11	00
Lot waggon gear			Do do	6	00
A truck cart			John Gray, jr.	11	25
An empty puncheon			George Hancock	2	50
A barrel with lime	3	12½	Covington Hardy	3	12
One do shad			James Mosely	12	50
One do do			Isaac Randolph	11	00
One do do			Do do	11	50
One seine twine			Felix McKinne	20	00
2 barrels flour			Leroy Hammond, jr.	14	00
2 do do			Isaac Randolph	13	50
2 do do			Do do	13	50
2 do do			John Gray, jr.	7	25
225 lbs. iron *a*		8	Isaac Randolph	18	00
4 shear moulds			John Grumbles	4	88
95 lbs. German steel *a*		27	Briton Mims	25	65

EXHIBIT Y.—Continued.

120 lbs. German steel	30½	Isaac Randolph	$36 60
54 lbs. blister do	13¼	Wm. Garrett	7 15
1 keg tobacco		Austin Bunch	8 00
1 do do		Henry Tate	3 37
1 do do		Benjamin Davis	4 25
1 do do		George Hancock	3 50
1 do do		William Hardin	3 00
A lot rope		John Gray, sen'r	13 00
16 yds. bagging		Do do	6 40
49 lbs. twine		Felix McKinne	19 60
A lot sundries		George Hancock	2 25
1 wire sieve		John Gray, sen'r	1 25
1 lot rye, &c.		Wm. Garrett	56
1 keg barley		Duncan Mathison	31
1 lot jugs		Robert Hardy	2 75
1 chest tools, &c.		Thomas Webster	20 75
1 saddle and bridle		Wm. W. Williams	30 25
16 doz. quart bottles *a*	60 doz.	Allen Addison	9 60
30 gallons brandy *a*	90	Allen Addison	27 00
7 do do	1 00	Leroy Hammond	7 00
27 do do	1 00	William Minter	27 00
30 do do	1 03	Cook a black man	30 90
30 do do	1 06	Isaac Randolph	31 80
1 large barrel rye		Robert Hardy	1 56
2 casks lime in a lot		Wm. Garrett	7 00
5 bushels salt *a*	1 00	Wm. W. Williams	5 00
1 large pr. steelyards		Saml. Savage	6 25
1 small do		Do do	3 25
Geo. Ad. 1 pr. small do do		George Adams	1 75
1 pr. do		Wm. W. Williams	2 06
1 pr. do		Leroy Hammond, sr.	75
1 lot measures, funnels, &c.		William Quarles	2 00
1 jug honey		Wm. W. Williams	2 31
1 jug honey		John Gray, jr.	3 75
1 do do		Wm. Ross	3 75
1 do do		James Adams	2 00
1 do do		Michael Shannon	2 50
1 do do		William Morgan	2 75
1 do do		George Adams	69
1 demijohn do		Patrick McDowall	7 06
1 do do		Duncan Mathison	5 25
1 lot of 3 jars		Cash to S. Savage	1 94
68 pounds of wool	61	George Hancock	27 88

EXHIBIT Y.—Continued.

1 lot ear bells, cocks, axe, &c.			Wm. Morgan		$3 13
1 cask vinegar			Wm. Garrett		3 50
1 lot leather, &c. &c.	1 94		Geo. Adams	1 00	1 94
			Wm. Morgan	94	
1 lot 3 empty barrels			James Adams		1 62
1 do do do			Wm. Morgan		1 19
1 pr. sad irons			John Gray, jr.		81
1 lot of 5 cap books			Livingston Gardner		1 06
1 do 3 bee hives			Wm. Harden		5 50
1 do 3 do			Amos Dubose		2 25
1 do 4 do			Do do		5 94
1 do beegums			Do do		1 00
1 do lumber			Do do		3 75
1 do 20 mobby stands			A. Stewart		5 38
1 do 2300 ft. lumber			William Hall		9 00
150 bushels corn	66		Leroy Hammond		99 00
200 do do	66		L. L. Hammond		132 00
27 bales 8551 lbs. cotton	10		Isaac Randolph		855 10
1 easy chair			Robert McCombs		30 50
1 bedstead & furniture			James Panton		38 50
1 do & do			Lewis Caffrey		40 00
1 do & do			George Adams		79 00
1 do & do			Cook a black man		40 00
1 bathing tub			Reuben Reed		8 00
1 secretary			Patrick McDowall		30 00
1 hammock			Simon Chiming		5 00
1 doz. chairs			Barksdale Gardner		24 25
1 lot window curtains			George Adams		14 00
1 settee			Wm. Morgan		6 00
1 set mahogany tables			Richard Quarles		45 50
1 round do do			George Adams		9 75
1 do do do			Do do		7 00
1 lot bedstead paint, &c.			George Pearson		3 00
1 pine table			Do do		75
1 marron case			James Adams		5 00
1 spy glass			Duncan Mathison		11 00
1 lot likenesses and frames 16			Wm. Garrett		30 00
1 pr. oval looking glasses			Chas. Hammond		12 25
1 thermometer			Wm. Garrett		9 25
1 pr. candle shades			Lewis Caffrey		15 50

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EXHIBIT Y.—Continued.

1 set dishes, plates, &c.		Benj. Hightower and E. Richardson	$4 00
1 do knives, forks, &c.		John Gray, sr.	5 00
1 do candlesticks		Jeremiah Bussy	4 00
1 do china and tea tray		Saml. Savage	9 00
1 looking glass		Cash to S. Savage	1 50
1 close box		R. McCombs	9 50
1 warming pan		Do do	2 25
1 pr. pists. with bayonets		Wm. Ross	25 00
1 pr. do		John Gray, sen.	15 17
1 do and holsters		Stephen Garrett	24 50
1 double barrel gun		Duncan Matheson	31 00
1 single do do		George Pearson	6 50
1 backgammon table		Duncan Matheson	2 06
1 wine cooler, spitting pan, &c.		John Gray, sen.	2 00
Law of Executors, 1 vol.		Cash to J. G. jr.	1 50
Encyclopedia	36	Patrick McDowall	46 00
Domestic do		William Garrett	16 00
Blair's Serms.		Joshua Key	4 25
Scottish Chief		William Garrett	2 00
Baron Detot		Do do	1 50
Varrel's Husbandry		George Pearson	2 31
Henry Fielding		William Garrett	5 75
Perregrine Pickle		John Torrance	3 50
Humphrey Clinker		William Garrett	1 25
Adams' Defence		Lewis Hammond	2 00
Don Quixotte, 3 vols.		F. McKinnes p. R. Campbell	2 25
History of Man		Jeremiah Bussy	4 00
Military Dictionary		George Pearson	1 31
Medical Companion		Amos Dubose	3 00
Do do		A. Edmonds	2 25
Pindar's work		John Tarrance	2 50
One volume		Cash to J. G. jr.	1 75
Trader's Guide		William Garrett	31
Peter Porcupine		George Pearson	63
Staunter's Embassy		Henry Tate	2 62
History of Ireland		William Garrett	1 25
Barcley's Apology		George Pearson	1 06
Tradesman's Dictionary		Do do	56
Mair's Book-keeping		A. Edmonds	1 06
Read's Digest		Simon Clements	56
Dunkeraler's Gibraltar		Cash to J. G. jr.	1 50

EXHIBIT Y.—Continued.

A large book		Jeremiah Bussy	$2 06
A lot 3 small books		L. L. Hammond	1 75
Jones' book-keeping		Joshua Key	56
System of Agriculture		John Gray, senr.	50
A lot of 3 books		Garrett William	3 00
1 Do do		Duncan Matheson	2 00
1 Do do		Joshua Key	1 00
1 Do do		Wm. Garrett	62
1 Dictionary		Allen Addison	56
Map of the U. S. A.		William Garrett	5 25
1 pr. fire dogs, shovel and tongs		Geo. Pearson	10 25
1 do do, cannister and chamber pot		Enos Howard	1 25
1 set castors		Wm. Garrett	5 25
1 lot glass ware		A. Edmonds	3 62
1 trunk medicine		Cash to J. G. jr.	1 38
1 map of the U. S. A.		George Pearson	56
1 set money scales		Richard Quarles	2 25
1 mahogany sideboard		John Curry, sr.	35 75
1 pr. saddle bags		Barksdale Gardner	4 81
1 do do		John Curry, sr.	2 00
1 iron chest		Duncan Matheson	50 00
1 bear skin		Wm. Ross	3 75
1 desk with drawers		J. Bartee	18 19
1 table		Robert Hardy	1 69
Kitchen furniture		John Gray, sr.	29 00
1 spinning wheel		Benjm. Floyd	2 37
1 do do & cards		Cash to J. G. jr.	1 56
1 trunk		Wm. Ross	3 00
1 silver watch		Samuel Savage	25 50
1 tea tray, flints, &c.		Enos Howard	1 94
149 lbs. iron *a*	8	Briton Mims	11 92
10½ bus. peas	75	Wm. Hall pr. J. G. jr. $4	7 88
3 do do	75	John Gray, jr.	2 25
7 old chairs		James Jones	4 06
1 lot ironmongry		Enos Howard	3 81
1 pr. money scales		Saml. Savage	4 50
1 lot sheets, &c.		John Bartee	2 50
Oil cloth		George Pearson	1 12
1 lot phials, &c.		Cash to J. G. jr.	62
Chamber pots, &c.		L. L. Hammond	81
114 gallons brandy		Thomas S. Oliver	114 00
A half bushel		Wm. Ross	1 13

Exhibit Y.

A cask with Madr. wine		E. Howard	$8 00
1 lot straw		Duncan Matheson	1 00
And Fodder	950 lbs.	George Livingston	
2 iron wedges		Cash to R. C.	1 12
3 bales cotton, 949 lbs. *a*	10	Isaac Randolph	94 90
1 keg tobacco † 211,121 *a*4		Patrick McDowall	4 84
1 keg tob. † 136,139 *a*	7	A. B. Addison	9 73
1 do do 81 lbs.	6½	Livingston	5 26
1 do do † 56,136	6¼	A. B. Addison	8 50
1 do do 180,135	7¼	Do do	9 79
1 large beam scales and weights		Joseph Hutchinson	27 00
40 bales 13,706 lbs. cotton	10	Patrick McDowall, J. Hutchinson	1370 60
1 lot 1 jug & phials, &c.	68¾	Cash to S. Savage	69
Half a barrel of fish		Stephen Garrett	5 00
		Total amount is	$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22d, 23d, and 24th January, 1812, as the property of William Forbes Taylor, deceased, of Edgefield, S. C.

SAMUEL SAVAGE,
PATRICK McDOWALL,
WM. ROSS,
DUNCAN MATHESON.

SOUTH CAROLINA, *Edgefield District:*

By O. Towles, Ord'y of said district. I do hereby certify that the foregoing instrument of writing contains a true and correct copy of the sale bill of the estate of Wm. Forbes Taylor, dec'd, now of record in my office. Given under my hand and private seal, (there being no seal of office,) this 15th day of August, 1839.

OLIVER TOWLES, [L. S.] *O. E. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency, Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid.

Patrick Noble. To all to whom these presents shall come. Know ye that Oliver Towles, whose seal and signature appear to his certificate on the annexed sheet of paper, is and was at the time of signing said certificate, clerk and judge of the court of Ordinary in and for the district of Edgefield in the State aforesaid, and as

such by law entitled to the custody (and is keeper) of original wills and records pertaining to the estates of testators and intestates, and that his said certificate is in due form, and by the proper office. Therefore all due faith, credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand and caused to be affixed the seal of the State, in the town [L. S.] of Columbia, the twenty-third of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the Independence of the United States of America.

By the Governor: M. LABORDE,
Secretary of State.

(*Endorsed.*) This acct. sales rec'd in the Ordinary's office on the oath of Samuel Savage, ex'or, the 27th day of January, 1812.
JNO. SIMKINS, *O. E. D.*

Ord. at rules awd'g Plu. Cit.

And afterwards, to wit: at a rule day of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of said court, in the town of Huntsville in said district, on the first Monday (being the seventh day) of October, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States the sixty-fourth, was made an entry in said cause, as followeth: "The alias citation at the last rule day in said cause awarded against said defendant not having been executed, a pluries citation is now awarded, returnable at the next rule day of said court."

Plu. Cit.

And afterwards, to wit, on the fourteenth day October, in the year eighteen hundred and thirty-nine, a pluries citation was issued in said cause, in the words and figures following, to wit:

"The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

Whereas at the August rule day of the district court of the United States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit: "In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey vs. George M. Savage, executor, &c. of Samuel Savage, deceased, up[on] the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, and upon the application of their solicitors, of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza. Primrose, and Elpset

Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of the said Eliza, and George Porter, the husband of said Elspet, who are all aliens and subjects of the Queen of the United Kingdom of Great Britain and Ireland, the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainants in this cause, in the place of the said Samuel Taylor, deceased, and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands as aforesaid of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor. And upon the application of the said complainants, it is ordered that a copy hereof be made and served upon the defendant in this cause." And whereas, the citation issued pursuant to the proceedings aforesaid, returnable to the September rule day of the district court aforesaid, was returned "not found." And whereas, at the September rule day an alias citation was awarded, and was issued accordingly, returnable at the October rule day "not found." And whereas, at the October rule day of said district court, and in said cause, a pluries citation was awarded, &c.

We, therefore, in consideration of the premises, do hereby command you, as oftentimes heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c. as aforesaid, and to make return thereof to the next rule day of the district court aforesaid, to be held at the office of said district court clerk, in the town of Huntsville, in said district, on the first Monday in November next. Herein fail not, and have then and there this precept.

Witness the Hon. William Crawford, judge of the district court of the United States aforesaid, this fourteenth day [L. S.] of October, A. D. eighteen hundred and thirty-nine, and of American independence the sixty-fourth. Issued fourteenth day of October, eighteen hundred and thirty-nine.

Attest: B. T. MOORE, *Clerk of said Court.*

Return of Marshal.

(Endorsed)—Not found in my district, 4th November, 1839.

BENJ'N PATTESON,
Marshal N. D. A.

By his deputy, JOHN DOE.

Order at rules awarding second pluries citation.

And afterward, to wit: "At a rule day of the district court of the United States of America for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States

aforesaid, at the office of the clerk of the said court, in the town of Huntsville in said district, on the first Monday in December, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States of America the sixty-fourth," the following entry was made, to wit: The pluries citation at the last rule day in said cause awarded against said defendant not having been executed, another pluries citation is now awarded, returnable at the next rule day of said court.

Second pluries citation.—Citation.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

Whereas, at the August rule day of the district court of the United States of America for the northern district of Alabama, in the year eighteen hundred and thirty-nine, the following proceedings were had, to wit: "In the matter of Samuel Taylor, William Rainey, Alexander Rainey, and Elizabeth Rainey vs. George M. Savage, executor, &c. of Samuel Savage, deceased, upon the suggestion of William Rainey, Alexander Rainey, and Elizabeth Rainey, surviving complainants of the death of Samuel Taylor, and upon the application of the solicitors of William Taylor and George Taylor, sons of the said Samuel Taylor, deceased, and Eliza Primrose and Elspet Porter, daughters of the said Samuel Taylor, deceased, and of William Primrose, the husband of said Eliza, and George Porter, the husband of said Elspet, who are all aliens, and subjects of the Queen of the United Kingdom of Great Britain and Ireland—the said William Taylor, George Taylor, Eliza Primrose, and Elspet Porter, being the only children and issue of the said Samuel Taylor, deceased, they are hereby made parties complainant in this cause in the place of the said Samuel Taylor, deceased, and the bill and amended bill of the complainants are hereby revived in the name of the said children of the said Samuel Taylor, deceased, and of William Primrose and George Porter, the husbands as aforesaid of the two daughters aforesaid of the said Samuel Taylor, deceased, so far as the same had abated by the death of the said Samuel Taylor; and, upon the application of the said complainants, it is ordered that a copy hereof be made and served upon the defendant in this cause."

And whereas, the citation issued pursuant to the proceedings aforesaid, returnable to the September rule day of the district court aforesaid, was returned "not found:" And whereas, at the September rule day an alias citation was awarded, and was issued accordingly, returnable at the October rule day, was returned "not found:" And whereas, at the October rule day of the said district court, and in said cause a pluries citation was awarded, returnable at the November rule day of said district court, and was returned "not found:" And whereas, at the December rule day a pluries citation was awarded in said cause, returnable at the January rule day of said district court—

We, therefore, in consideration of the premises, do hereby command you, as oftentimes heretofore, to notify the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, of the proceedings aforesaid, and to deliver a copy of the same to the said George M. Savage, executor, &c., as aforesaid, and to make return thereof to the next rule day of said district court, to be held at the office of said district court clerk, in the town of Huntsville, in the district aforesaid, on the first Monday in January next. Herein fail not, and have you then and there this precept.

Witness the Hon. William Crawford, judge of the district court of the United States aforesaid, this second day of [L. S.] December, A. D. eighteen hundred and thirty-nine, and of American independence the sixty-fourth. Issued the second day of December, eighteen hundred and thirty-nine.

Attest: B. T. MOORE,
Clerk of said Court.

(Endorsed)—I do hereby authorize James H. Weakley to execute this process. Witness my hand and seal this 13 Dec'r, 1839.
BENJAMIN PATTESON, [SEAL.]
Marshal of the Northern District Ala.

Marshal's receipt and return.

Rec'd, 12th Dec., 1839. Executed on this day, 20 Dec'r, 1839.
BENJAMIN PATTESON,
Marshal Northern District of Alabama.

By his deputy, JAS. H. WEAKLEY.

Replication of Complainant.

(The Plaintiffs' Replication.)—William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey vs. George M. Savage, executor of the last will and testament of Samuel Savage, deceased. These repliants saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said defendant's answer to the original bill, and of his answer to the amended bill heretofore filed, for replication thereunto saith, that he will aver and prove his said original bill and his said amended bill to be true, certain, and sufficient in the law to be answered unto, and that the said answers of the defendant are uncertain, untrue, and insufficient to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answers contained, material or effectual in the law, to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are and will be ready to aver and prove, as this honorable court shall direct; and

humbly pray, as in and by said original and amended bills they have already prayed.

HOPKINS & McCLUNG,
Solicitors for Complainants.

(Endorsed)—"Filed 29th Nov. 1839.
B. T. MOORE, *Clk. D. C.*"

Order of Court appointing commissioners to take depositions.

And on the twenty-ninth day of November, being a day of the term of the district court of the United States aforesaid, begun and held for said district at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and thirty-nine, "come the parties by their solicitors; and, on motion of the complainants by their solicitors, it is ordered, that John Forbes, of Portsoy, Banffshire, in Scotland, be appointed a commissioner for the purpose of taking depositions in this cause; that Edward Mortimer, of Banff, in Scotland, be appointed a commissioner for the purpose of taking depositions in this cause; and that William Murdock and Alexander Stewart, of Huntley, Aberdeenshire, in Scotland, be appointed commissioners for the purpose of taking depositions in this cause.

It is further ordered, that either party may take the depositions of any witness or witnesses before either of said commissioners, on first filing interrogatories with the clerk of this court, giving to the opposite counsel, or either of them, ten days' notice of the interrogations filed; which party, so notified, may file cross-interrogations with said clerk within ten days of the time, after notice, as aforesaid, shall have been given; whereupon commissions may issue to said commissioners, or either or any of them, authorizing them to take the answers of the witnesses to such interrogations and cross-interrogations, at such times and places as said commissioners may think proper. And when commissions shall issue to more than one of said commissioners, then said depositions may be taken by one or any of said commissioners. If cross-interrogatories shall not be filed within ten days after such notice shall have been given, then commissions shall issue on the interrogatories above.

Order at May term, 1840, to continue.

And afterwards, to wit, on the twenty-second day of May, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord, one thousand eight hundred and forty, "come the parties by their solicitors, and by their consent, it is ordered, that this cause be continued until the next term of this court, and that said cause be open for further proof until that time.

Order for security.

And on motion of said defendant, it is further ordered by the court, that the said complainants in this cause, within sixty days from this day, give bond with security to be approved by the clerk of said court, to pay such costs as shall be adjudged against them in this cause; and that on failure to give such bond and security, said cause shall be dismissed."

Order to continue, with leave to take testimony.

And afterwards, to wit, on the twenty-fifth day of November, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty, "come the parties by their solicitors, and by their consent, it is ordered, that said cause be continued, with leave to each party to take testimony.

Order on motion of respondent appointing commissioners.

And on motion of said defendant, by his solicitors, it is ordered, that Armistead Bent, James Alston, and Thomas Thompson, be, and they are hereby, appointed commissioners to take depositions in said cause, and that they, or either of them, be authorized to take the testimony of John Power and Andrew Giles, witnesses on the part of said respondent.

Order at Nov., 1841, *to open defence, and setting cause for hearing.*

And afterwards, to wit, on the twenty-third day of November, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-one, "come the parties by their solicitors, and, on motion of said plaintiffs, it is ordered by the court, that the depositions on file in said cause be opened and submitted to the inspection of each party. And it is further ordered, that said cause be set for hearing at the next term of this court, and that said cause be continued."

Agreement relative to testimony.

Agreement of the parties relative to testimony, &c. "It is agreed, that all the depositions heretofore taken, and opened by order of court in this cause, shall be read in evidence on the hearing of this cause, so far as competent.—23 November, 1841.

HOPKINS & McCLUNG, *Solicitors for Complt.*
WRIGHT, ROBINSON, & DILLAHUNTY,
For Defendants."

Order at May, 1842.

And afterwards, to wit, on the nineteenth day of May, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty-two, "come the parties by their solicitors, and this cause coming on for final hearing, on the bill and amended bill, the answers thereto, and the exhibits and proofs on file, and the same being read and heard, and the argument in said cause commenced, before the conclusion thereof, the further proceeding in said cause is, by the consent of said parties, with the assent of the court, adjourned until to-morrow morning.

Order at May, 1842.

And again, on the the twentieth day of May, eighteen hundred and forty-two, being a further day of the term last aforesaid, "come the parties by their solicitors, and the argument in said cause being resumed, before the conclusion thereof, the further proceeding in said cause is, by the consent of said parties, with the assent of the court, adjourned until to-morrow morning."

Order at May, 1842, *and agreement that court shall make decree in vacation.*

And again, on the twenty-first day of May, eighteen hundred and forty-two, being a further day of the term last aforesaid, "this day come the parties by their solicitors, and the argument in said cause having been concluded, it is agreed between said parties, with the assent of the court, that the judge of this court may make the decree in this cause during the next vacation; and if, according to such decree any account should be necessary, it is agreed also that the judge of this court, during said vacation shall, from the proofs in the cause, state the account; and such decree shall be entered at the next term of this court, as of this term; and such account shall be reported at the next term of this court, or should there be a failure of the next term, to the first term that shall be held thereafter; and either party shall have the right to except to any part of such account, in the same manner as if such account had been stated and reported by the master. All such exceptions shall be taken, heard, and decided, during the term of the court to which said account shall be reported, as aforesaid."

November, 1842, *decree rendered.*

And now, afterward, to wit, on the twenty-eighth day of November, being a day of a term of the district court of the United States aforesaid, begun and held at the court house in the town of Huntsville, in said district, on the fourth Monday in said month, (Novem-

ber,) in the year of our Lord one thousand eight hundred and forty-two, "this cause having been under the consideration of the judge of this court during the last vacation, by consent of the parties therein, and with the assent of the court, it is now ordered, adjudged, and decreed by the court, that the bill of the complainants be dismissed, so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina.

And it is further ordered and decreed, that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon, at the rate of six per centum per annum, from the twenty-first day of July, eighteen hundred and eighteen, to this day; and that it be referred to the master in chancery to state an account between the parties, and to report the same to this court. And it being agreed by the parties that the account should be stated by the judge of this court, in vacation, instead of the master, and the following statement of account between the parties, by the judge of this court, having been made, viz: I find that the estate of Samuel Savage is chargeable with the following sum of money recovered by the said Savage on the twenty-first day of July, eighteen hundred and eighteen, from a sale of some of the lands lying in Kentucky, which belonged to William F. Taylor in his lifetime - - - - - - - - 2,118 00

Interest on the said sum from the twenty-first day of July, eighteen hundred and eighteen, to the twenty-eighth day of November, the commencement of the present term of this court, at the rate of six per centum per annum, amounting to the sum of - - 3,094 92

Total amount due, amounting to - - - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed by the court, "that the said complainants recover of the said respondent the said sum of five thousand two hundred and twelve dollars and ninety-two cents, and the costs herein, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage; and that the said respondent pay the costs of this suit."

Nov. '42.—Order granting to respt. an ap. to Sup. Ct.

And afterward, to wit, on the thirtieth day of November, eighteen hundred and forty-two, being a further day of the term last aforesaid, "this day comes the defendant, George M. Savage, executor as aforesaid, by his solicitors, and moves the court here for an appeal to the honorable the Supreme Court of the United States, to be holden at the city of Washington, in the District of Columbia,

on the second Monday in January next; which said appeal is now granted in open court to the said George M. Savage."

Nov. '42.—Ord. relative to security and bond, &c.

And afterward, to wit, on the day last aforesaid, "this day came again the parties by their attorneys; and the court being fully satisfied of the goodness and sufficiency of Samuel K. Oats, as security in the appeal bond in the appeal prayed by the said George M. Savage, executor as aforesaid, to the Supreme Court of the United States, to be holden at the city of Washington on the second Monday in January next. It is considered by the court, that said Samuel K. Oats be received as security in said appeal bond, and that said bond may, by consent of parties, be filed, with said Oats as security, in the clerk's office, any time within twenty days after the adjournment of this court. And, by consent of said parties, if said Oats cannot be obtained as security in said appeal bond, then said Savage shall submit his security to the honorable judge of this court within twenty days after the adjournment of this court; which bond and security, when approved by said judge, shall be the appeal bond in this cause, and thereupon this decree shall be superseded."

Nov. '42.—Ord. granting an appeal to complt. and approving bond for appeal.

And again, on the second day of December, eighteen hundred and forty-two, being a further day of the term last aforesaid, "come the parties by their solicitors, and the said complainants, by their solicitors, move the court here for an appeal to the next term of the Supreme Court of the United States, to be held at the city of Washington, in the District of Columbia, on the second Monday in January next; which said appeal is now here in open court granted to the said complainants. And it is ordered by the court that said appeal bond, on the part of said complainants, be entered into in the penalty of two hundred and fifty dollars, with good and sufficient sureties, conditioned as by law required. And an appeal bond as aforesaid, in the penalty aforesaid, having been executed by the said William Primrose with Arthur F. Hopkins and James W. McClung, the sureties, &c., and now produced in open court, the same is approved, and ordered to be filed in said cause."

The appeal bond of the complainants.

The appeal bond of said complainants.

"Know all men by these presents, that we, William Primrose, Arthur F. Hopkins, and James W. McClung, are held and firmly bound unto George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the sum of two hundred and fifty dollars; which payment, well and truly to be made, we bind

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ourselves, and each of ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents; signed with our names and sealed with our seals, this second day December, A. D. 1842.

The condition of the above obligation is such, that whereas, on the twenty-eighth day of November, being a day of a term of the District Court of the United States for the northern district of Alabama, begun and held at the court-house in the town of Huntsville, in the district aforesaid, on the fourth Monday in said month, (November,) in the year one thousand eight hundred and forty-two, in a cause therein in chancery, in which William Taylor, George Taylor, the said William Primrose and his wife Eliza, George Porter and his wife Elspet, William Rainey, Elizabeth Rainey, and Alexander Rainey, are the complainants, and the said George M. Savage, as executor of the last will and testament of Samuel Savage, deceased, is respondent, a final decree was rendered; from which said final decree the said complainants have prayed and obtained an appeal to the next term of the Supreme Court of the United States, to be held at the city of Washington, in the District of Columbia, on the second Monday in January next.

Now, if the said complainants shall prosecute their said appeal with effect, and pay and satisfy all such costs as shall be awarded against them by the said Supreme Court, then this obligation shall be null and void, otherwise to remain in full force and virtue.

WILLIAM PRIMROSE. [SEAL.]
A. F. HOPKINS. [SEAL.]
JAMES W. McCLUNG. [SEAL.]
By A. F. HOPKINS, *his attorney in fact.*

Witness: B. T. MOORE.

Power of Attorney by J. W. McClung.

Power of attorney by virtue of which the foregoing bond was in part executed.

TAYLOR and others,
vs.
GEORGE M. SAVAGE, *ex'or, &c.*

In the case in which a decree has been rendered in favor of the complainants at the present term of the District Court of the United States for the northern district of Alabama, I authorize Arthur F. Hopkins, as my attorney in fact, to sign and execute, in my name, a bond (jointly with said Hopkins) for the prosecution of an appeal or writ of error, to be taken by said complainants to the Supreme Court of the United States, in such penalty and with such condition as my said attorney may think proper.

Given under my hand and seal this 30th Nov., 1842.

J. W. McCLUNG, [SEAL.]

Acknowledged before me, 30th November, 1842.

B. T. MOORE, *Clk.*

The opinion of the court, &c.

The opinion of the court in said cause.

TAYLOR and others,
vs.
GEORGE SAVAGE, executor of Samuel Savage.

The first question presented in this case is one of jurisdiction. The facts material to be stated, so far as this question is concerned, are these: William F. Taylor, a naturalized citizen of the United States, died in South Carolina in the year 1811, leaving a large estate, both real and personal, which he directed by his will to be sold, and the money arising from the sale to be paid over upon an event which has occurred, to the complainants, who are aliens, and his next of kin. He appointed Samuel Savage, the testator of the defendant, and three others, his executors. They all proved the will in the court of Ordinary, in the district of Edgefield, South Carolina, in which the testator resided at the time of his death, and qualified as executors, but did not give any bond for their faithful administration upon his estate. Large sums of money came to the hands of Samuel Savage, one of the executors, and the testator of the defendant, from the sale of the property and the collection of debts due to William F. Taylor. Samuel Savage paid over to the legatees of William F. Taylor considerable sums of money, and accounted, in the court of Ordinary of Edgefield district, annually, from 1811 to the year 1818 inclusive; and in the latter year he, as his representative alleges in his answer, made a final settlement of his account of the said estate. The complainants in their bill charge that he did not make any final settlement of the estate; and that he had in his hands, after the last settlement, a large amount of money for which he did not account, and which he converted to his own use. This alleged balance, with interest thereon, they seek to recover in this suit from his personal representative.

The respondent denies the jurisdiction of this court, and insists that no suit can be maintained against him out of the State of South Carolina, in which the will of the testator was admitted to probate, and in which letters testamentary were granted to his testator. He admits that no suit can be brought against him in the State of South Carolina, because the executors did not give any bond upon obtaining letters testamentary, and contends that the complainants, even if their rights were admitted, are without remedy.

In logic, if we arrive at an unreasonable or absurd conclusion, our premises are taken to be false. I consider the conclusion to which the respondent would conduct the court unreasonable, and therefore his premises wrong. The doctrine of the common law is, that there cannot be a right without a remedy. In this country, the law cannot be more defective in the enforcement of rights than in England. The admission that there are rights of immense value, and

yet that there is no law in this country for their recovery when withholden, would be reluctantly made by any court of justice. The authorities upon which the respondent relies to show a want of jurisdiction in this court, or of any court out of South Carolina, to administer relief in this case, are numerous and of the highest respectability. Upon a careful examination of them, however, I am satisfied that they do not govern this cause, and that the counsel for the respondent have drawn a wrong conclusion from correct principles, as assumed in those cases. In all the cases relied upon by the respondent, the main question is, how the assets received by the representatives of a decedent shall be distributed, and they maintain that they shall be distributed according to the law of that county within which they are situated; and in order to carry out this principle, that an administrator cannot be sued in his representative capacity in any other jurisdiction than that in which he acquired the assets. In the case of Vaughn & al. vs. Northup & al., 14 Peters 6, relied upon by the respondent, the Supreme Court of the United States say: "On the other hand, the administrator is exclusively bound for all which he receives under and in virtue of his administration to the proper tribunals of the Government from which he derives his authority, and the tribunals of other States have no right to interfere with, or control the application of, those assets according to the *lex loci*. Hence it has become an established doctrine that an administrator appointed in one State cannot, in his official capacity, sue for any debts due to his intestate in the courts of another State, and that he is not liable to be sued in *that capacity* in the courts of the latter by any creditor for any debts due there by his intestate." This authority shows that the administrator cannot be sued in his *official* capacity, but it does not show that he cannot be sued in his individual capacity; and it therefore is not an analogous case. The proceeding in this case is not against Samuel Savage in his representative capacity, but seeks to charge him individually for a wrong in converting to his own use funds which belonged to the complainants. This proceeding, therefore, is not restrained by the authority of the decision of the Supreme Court above referred to, nor by any authority cited by the counsel of the respondent; for they all establish the same principle, that assets received by an administrator must be distributed according to the law of the county within which they are situated, and that an administrator cannot be sued in his official capacity in any other jurisdiction than that within which administration was granted. The demand sought to be enforced in this case is claimed as a personal debt, which follows the person, and for which suit may be brought wherever the person is found. By not accounting in the court of Ordinary in South Carolina, and converting the funds to his own use, as alleged by the complainants, Samuel Savage became liable personally to the complainants, and may be sued by them in whatever civilized country he may be found. In this case there is

no question between different jurisdictions in regard to the administration of the assets of William F. Taylor; his will was admitted to probate in South Carolina, and the rights of the complainants are complete according to the laws of that State; and the question here is, whether rights admitted in South Carolina can be enforced here. All the complainants ask is to give them the rights to which they are entitled by the laws of South Carolina, where the will of William F. Taylor was established, where the assets were received, and the rights of the complainants were admitted, and the conversion by Samuel Savage, as alleged by the complainants, was made. They simply ask the court to carry into effect the law of the country in which the contract was made, or the liability accrued, upon the ground that every forum, when properly applied to, will enforce the *lex loci contractus*.

The question under discussion has been, in effect, decided by the Supreme Court of the United States in the case of Jefferson & Edmonds & al. vs. Anderson Crenshaw—14 Peters, 166, and 15 Peters, 119. Crenshaw & McMorris had been appointed executors of the will of Aaron Cates, of South Carolina; they both proved the will, and took letters testamentary. Funds belonging to the estate of testator were afterwards received by Crenshaw, which subsequently, upon his determination to remove to Alabama, he paid over to his co-executor McMorris. Some years afterwards McMorris became insolvent, having wasted the estate of his testator. A suit in chancery was thereupon brought by the legatees of Cates in the District Court of the United States for the southern district of Alabama, against Crenshaw, for the funds which he had received and paid over to *to* his co-executor; and it was holden by the Supreme Court that they had a right to recover. The decree in their favor was afterward set aside upon the allegation and proof that the citation in the cause had not been served upon Crenshaw. But the principles settled by the decree remain the established law of the land. The case of Jefferson L. Edmonds & al. vs. A. Crenshaw, is analogous in every particular to the one now before the court. Judge Crenshaw and his able counsel in that case did not conceive that there was any want of jurisdiction in the court for the southern district of Alabama, for they made no such defence. The Supreme Court, who tried the case, in the last resort, rendered a judgment against Crenshaw, and affirmed both its own jurisdiction and the jurisdiction of the court below. If in that case there was no jurisdiction, it was apparent upon the record, and the Supreme Court would for that cause have dismissed the suit. Upon authority, as well as upon principle, I think the plea to the jurisdiction of the court unsustainable, and it is accordingly overruled.

Passing from the plea to the jurisdiction of the court, the respondent says, that his testator, in the year 1818, made a full and complete settlement of the estate of William H. Taylor, in the court of Ordinary for Edgefield district, in South Carolina, and paid over

the balance in his hands to the agent of those who had a right to receive it. Not resting his defence, however, alone upon this answer and the exhibits, he calls to his aid the statute of limitations.

In this State an action may be brought to recover a legacy, and the action will be barred by the lapse of six years. It is a settled rule in a court of Chancery, that where there is a concurrent remedy in a court of Law with a court of Chancery, and a limitation is fixed by statute to the remedy at law, a court of Chancery will adopt and be governed by the same limitation: 7 Johns, Ch. Re. 90. 20 Johns, Re. 576. The Supreme Court of the United States say, "Statutes of limitation are applied by courts of Equity in all cases where, at law, they might have been pleaded." 9 Peters, 62. The counsel for the complainants insist that the statute of limitations cannot be a bar in this case, for this, among other reasons, because the testator of the respondent had not been called upon to account, and that the statute can run only from the time of his refusal or failure to account after he has been called upon. There are two branches of this case, and I will consider them separately: The first comprises the transactions of Samuel Savage in South Carolina, and the second his transactions in Kentucky. I will first consider whether the statute of limitations can be applied as a bar to an investigation into his transactions as executor in South Carolina.

In the case of Wilcox and al. vs. the executors of Plummer, 6 Peters, 182, the question was, at what time the statute of limitations would begin to run in an action against an attorney for negligence in not instituting a suit upon a note placed in his hands for collection. It was holden by the Supreme court, that the statute would begin to run from the time of the negligence; that is, from his neglect to sue in a reasonable time, which was understood to be the next term of the court to which a suit could be brought. The court direct their opinion to be certified to the court below, "upon a division of opinion between the judges in the following language: the opinion of this court will have to be certified in the language of the defendant's supposed bill of exceptions, to wit: on the first count in the declaration, the cause of action arose at the time when the attorney ought to have sued the endorser, which was within a reasonable time after the note was received for collection," &c. If this case be brought to this standard, it must be decided that the statute of limitations would begin to run within a reasonable time after Samuel Savage failed to settle his accounts in the court of Ordinary, supposing it to have been his duty to settle at any particular time. It appears from the pleadings and exhibits, that, by the laws of South Carolina, it was the duty of Samuel Savage to have accounted annually in the court of Ordinary. It would seem to follow, from the decision of the Supreme court, that the statute of limitations would begin to run within a reasonable time after S. Savage violated his duty in not making annual settlements; that is, within a reasonable time after the first failure. It would,

at any rate, begin to run from the time at which he left the State of South Carolina, thereby abandoning his office and duty of executor. But, it is said, his departure was unknown to the complainants. By due diligence they would have known it, and the law holds every man to reasonable diligence in the protection and prosecution of his rights. It, however, appears from the exhibits in this cause, two letters of Samuel Taylor, one of the complainants, that in 1824, the complainants knew that Samuel Savage had removed from the State of South Carolina; and from that time, unquestionably the statute of limitations began to run, except so far as the rights of any feme covert and infants were concerned. It is, however, further insisted by the complainants, that the statute of limitations cannot operate in this case, because, as alleged by them, the Orphan's court in this State might call an executor or administrator to a settlement after the lapse of six years, and the legatees or distributees might, after the settlement thus had, maintain a suit upon the bond of the executor or administrator; and as an authority for this, they cite 2 Stewart, 466. Upon looking into that case, it does not appear that there was any question before the court as to the time which would bar any proceeding in the Orphan's court for the purpose of settling the account of an executor or administrator; but the question was, whether, after a settlement had, (which is supposed to have been in proper time) the legatee could maintain an action against the administrator with the will annexed upon his bond, assigning the non-payment of the legacy as a breach of the condition of the bond; and the court hold the affirmative. The action upon the bond for a breach of its condition, was not a suit for a legacy; and, therefore, whatever may be the limitation to a proceeding of this kind, it cannot have any influence upon the question now to be decided. The statute expressly authorizes the legatee to bring an action of accounts for his legacy, and bars his right after the lapse of six years. A court of Chancery has concurrent jurisdiction with a court of Law, of a suit for a legacy, and a legatee may select his tribunal. If he prefers the former, he has to encounter the same bar which obstructs him in his progression in a court of Law. There is the same limitation in whichever court he proceeds, and, by the statute of this State, that limitation is six years. No analogy can operate in favor of the complainants against the express provisions of the statute. In the case of Harpending vs. the Dutch church, 16 Peters, 494, the Supreme court say, "The second part of the plea, averring that all parts of the land sold had been conveyed, and the money received by the corporation more than forty years before the plea was filed, we deem a conclusive bar. The bill seeks the money, and six years barred relief; this being a concurrent remedy with an action at law."

Nor do I consider it material, as was insisted in argument, that the statute has not given an action of account against an administrator for a distributive share of the estate of an intestate, because

the proceeding in this case is against an executor, and the bar created by the statute, must be applied to all suits for a legacy, whether instituted in a court of Law or a court of Chancery. Mrs. Rainey was a feme covert, and died on the *on the* 15th day of February, 1831, in the lifetime of her husband; at the time of her death, all her children, who are now complainants, were minors. The rights of Mrs. Rainey, therefore, were not barred in her lifetime; nor could the rights of her children be barred, until the oldest attained the age of twenty-seven years, the statute of limitations allowing minors six years after their majority to assert their rights.

The complainants are residuary legatees of William F. Taylor, and have all joined in the proceedings instituted in this court, for the recovery of their legacies, as by law they were compelled to do. It is a rule in equity, that in a suit by residuary legatees, all must join; 3 Johns, Ch. Rep. 555; 4 Johns, Ch. Rep. 202; and 16 Vesey, 327. It is also a well established rule of law, that if the debility under which a part of the plaintiffs or complainants labored, did not extend to them all, that debility will not save from the operation of the statute of limitations, the rights of even those who were unable to assert them; the rule is, that if one be barred, all are barred; 4th Term Reports, 518; 7 Cranch, 156.

William Rainey, one of the complainants, attained the age of twenty-seven years before the institution of this suit, and is barred by the statute of limitations, so far as the transactions of Samuel Savage, in South Carolina, are concerned; and, of course, all are barred. It is accordingly the opinion of the court, that it is precluded by the plea of the defendant, from an investigation of the transactions of Samuel Savage, so far as they occurred in the State of South Carolina.

The second branch of this case comprises the transactions of Samuel Savage in the State of Kentucky. William F. Taylor, at the time of his death, had a deed for 4,400 acres of land, lying in the State of Kentucky, but was out of possession. He had instituted thirty-four suits for their recovery, which were pending at the time of his death. These lands, also, he devised by his will to be sold, and the proceeds to be paid to the complainants. Samuel Savage went several times to Kentucky, to attend to these lands, and on the 21st day of July, 1818, he sold 1,059 acres, part of these lands, and received therefor the sum of $2,118. He, however, did not prove the will of William F. Taylor in Kentucky, and it is not charged in the bill that it was ever admitted to record in that State. Some of the suits instituted by William F. Taylor for the recovery of these lands, were successful so far, that judgments at law were obtained against the tenants. These judgments were enjoined by the tenants in possession, and no answers to the bills of complaint were filed by any person representing William F. Taylor, and the leases of the lesses in the ejectment suits ex-

pired before the institution of this suit, and had really expired before the complainants ascertained the situation of those suits; and would have terminated before any of those suits could be finally heard in the supreme court of Kentucky. The lands or their proceeds have been lost to the complainants, except about $6,000, received by their agent, William Primrose, shortly before the expiration of the leases, by compromise with the tenants or some of them. The complainants allege, that this loss accrued in consequence of the negligence of Samuel Savage, and the violation of the trust reposed in him by William F. Taylor, the testator. They claim the whole value of the lands, amounting to a very large sum, except the $6,000 received by their agent William Primrose. Are they entitled to recover either the whole value of those lands, or the proceeds of such as were sold by Samuel Savage? These are the questions to be determined by the court.

Samuel Savage could not sell the lands in Kentucky, in virtue of the power conferred upon him by the will of William F. Taylor, without probate of the will in that State. Judge Story, in his Conflict of Laws, 419, says, "it is for the same reason that a power to sell unmoveable property, given to an executor, cannot be executed, unless upon due probate of the will in the place where the property is situate, and showing that it may be lawfully done by the *lex loci*." The will of William F. Taylor not having been admitted to probate in the State of Kentucky, his executor had no power to sell his real estate in that State; and his conveyance of a portion of it was, I conceive, void. By proving the will of Taylor in South Carolina, and taking letters testamentary in that State, Savage incurred no liability to prove the will in Kentucky, and no responsibility attached to him for not qualifying himself to execute the trust according to the laws of Kentucky. But it is insisted that he voluntarily entered upon the trusts in Kentucky, and that a court of equity will hold him responsible for the losses which the complainants sustained by the lapse of time, their rights being barred by the statute of limitation, or by the expiration of the leases upon which the suits were brought. On the contrary, the respondent contends, that the lands in Kentucky escheated to the Commonwealth upon the death of Taylor, and that the complainants had no rights which could be lost by the conduct of Samuel Savage. The words of the will are, "I do hereby order, will, and direct, on the first day of January next after my decease, or as near that day as conveniently may be, the whole of the property I may die seised or possessed of, or may be, in anywise, belonging to me, be sold," &c., upon a credit, and he directs that the security should be approved by his executors.

It will be seen that no estate in the lands was devised to the executors, and that they had no interest in them. The power of the executors was a naked authority or trust. If the next of kin of William F. Taylor had been citizens of the United States, the

fee would have descended to them until the execution of the power. The law is thus laid down, in Powell on Devises, 292: "A naked authority is where a man devises that his executors shall sell his, or orders that his, lands shall be sold by his executors; or appoints, constitutes, or empowers A and B, whom he makes his executors of his last will, to sell, less, or let to sale, his estate." "In all these cases, the executors have only a naked authority to sell, and after the death of the testator, the freehold descends to the heir who is entitled to the property, until the sale." In the case now under consideration, it may be asked, what became of the fee upon the death of William F. Taylor? It was not devised to his executors, and it could not descend to his heirs, for he had none who could take. In 3 Cruise's Digest, 286, it is said, "where the tenant died without heirs, the lord became entitled to the land." This law, which was introduced by the Normans, as formed upon the principle, that the blood of the person last seised in fee, is, by some means or other, utterly extinct and gone; and since none can inherit his estate, but such as are of his blood and consanguinity, it follows, as a regular consequence, itself must fail. The land must become, what the feudal writers call, *feodum apertum*, and results back to the lord of the fee, from whom, or from whose ancestor, it was originally devised." And Hargrove, in his note to Coke upon Littleton, 106, says, "Yes, his title (title of the lord paramount to take possession) commences immediately on the want of a tenant, and his title is vested in him without waiting for his own deed or agreement, and as much by mere act of law, as the title of an heir in the case of a descent."

William F. Taylor, therefore, not having disposed of the fee in his lands in Kentucky by his last will and testament, and not having provided a tenant to do service to the lord, according to the principles of the common law, the lands escheated to the State of Kentucky, unless they should be kept from that predicament by that clause in the will which devised that they should be sold, and the money arising from the sale paid to the complainant. The bill, as it has been observed, does not allege that the will of William F. Taylor was admitted to record in the State of Kentucky, and letters testamentary granted in that State: so the will could not have the effect to convert into money the lands of the testator lying in that State; for, as to those lands, the testator must be taken to have died intestate, 9 Wheaton, 565; 10 Wheaton, 192. The complainants rely much upon the case of Craig vs. Leslie, 3 Wheaton, 563, to sustain their position, that the lands of William F. Taylor, lying in Kentucky, ought to be considered not as land but money. It will be seen, upon an examination of that case, that the testator, Craig, devised his lands to certain persons as trustees, with directions to sell them, and to pay the money arising from the sale to his brother, who was an alien. The legal title was conveyed to trustees, so that there were persons in whom the

fee could legally vest. It was not, as the law calls it, a *feodum apertum;* there was a tenant to do service; and for that reason, the land did not escheat. Being lands in the hands of the trustees, directed to be turned into money, the court considers them money in their hands. But in the case now under consideration, the land is not in the hands of the executors; first, because it was not devised to them; and, secondly, because they did not prove the will in Kentucky, and take letters testamentary in that State; it therefore cannot be considered money in their hands.

In the case of Walker vs. Denne, 2 Vesey, 170, I find a marginal note of the decision of the chancellor in the following words, viz: "Trustees not having the legal estate can't hold against the crown claiming by escheats." The language of the chancellor in making his decree is this: "As the estates actually passed the freehold, he has not devised to his trustees undoubtedly. I cannot find that any estate is given to them in any part of the will. If they were to execute this trust, they must, if they had purchased lands, have declared it to uses as a legal estate, but as to the lands he actually possessed, there is no devise to them at all. The only legal interest in them would have been to receive the rents and profits during the minority of the son, and to apply them to the married women during their lives. The conveyance of there being *no devise to trustees* is, that *one moiety of the freehold does undoubtedly escheat.* The land then of Wm. F. Taylor, for want of a devise to the executors or trustees, does, then, in the language of the chancellor, "*undoubtedly escheat.*" The land, then, having escheated to the Commonwealth, and the legal estate being lost, the trust charged upon it fall with the legal estate; 3 Cruise's digest, 304.

Chancellor Kent, in the 3d vol. of his commentaries, 422, says, "the opinion in England is understood to be, that upon the escheat of the legal estate, the lords will hold the estate free from the claims of the *cestue que trust.* The legal estate having fallen back upon the State of Kentucky, and the trust with it, the complainants had no interest in the lands which could be affected by the conduct of Samuel Savage; and accordingly, they cannot maintain their suit against him, so far as they seek to charge him the value of the land in Kentucky.

The only remaining question is, whether S. Savage is chargeable with the amount of money which he received upon a sale of a portion of the land. He received this money in his capacity of executor, and for the use of the complainants, and upon every principle of equity and justice is bound to pay it over, unless he is protected by the statute of limitations upon which he relies. This is the conclusion to which I should come, independently of any authority, but it is fortified and supported by the cases in Page's Reports, 1 Page 147, 6 Page 355. Upon an inspection of the deeds made by Samuel Savage for a portion of the Kentucky lands, it appears that there is no warranty, and the law is well settled that the purchase money

cannot be recovered back, although the title should fail, where there is no warranty. There is, therefore, no pretext that Samuel Savage had a right to retain the purchase money to indemnify him against a suit to be brought against him by his alienee in case of his eviction.

Is the respondent protected by the statute of limitations from paying over this money to those for whom it was received? It is alleged in the bill, that the cause of action was fraudulently concealed by Samuel Savage. He having no legal right to receive any money in Kentucky under the will of William F. Taylor, the complainants were not bound to know, and were in fact ignorant, that he had received any money for them in the State of Kentucky from a sale of a portion of the lands claimed by them; so that in this part of the case, if there was a concealment of the receipt of any money by S. Savage for the complainants, the cause of action was concealed. The law did not require of them any diligence, because it did not cast any duty upon Savage in relation to the Kentucky lands. Judging from the evidence alone in this cause, I am bound to say that the allegation in the bill of fraudulent concealment of the cause of action, arising from the receipt of money for a portion of the Kentucky land, is sustained, and that the estate of Samuel Savage is not protected from *from* the payment of this money by the statute of limitations. The complainants accordingly are entitled to recover of the estate of S. Savage the sum of $2,118, with interest thereon at the rate of six per cent. p. annum, from the 21st day of July, 1818, but whether the interest shall be simple or compound, remains to be considered. It is strenuously contended by the complainants that the interest should be compound, and among the authorities they rely upon 1st Johnson, Ch. Rep. 620. The rule well established in equity is, that a trustee shall not make any gain out of trust funds; and that where there is reason to believe that he has made more than legal interest, he shall be charged with the excess; and where this cannot be arrived at exactly, he will be charged with compound interest in order to reach his actual gains. In the case cited from Johnson's Ch. Rep. it appears that the administrator had been allowed two years to settle the estate; that, during all that time, he had large sums of money in his hands; that he had not settled the estate within the time allowed, although all the debts had been paid within that time, with one or two trifling exceptions. He employed the money in his own business or trade, or in making large loans for his own benefit; and as he did not disclose (as he might have done to the master) what were the profits of the assets thus employed, "it appears to me (says the Chancellor) as well on principle as authority, that he is chargeable with the interest contained in the report," that is, compound interest.

In the case reported in 13 Vesey 410, in which legal interest was allowed against an executor or trustee, instead of the actual inter-

est received, it was upon the principle that the funds of the testator had been drawn from a situation in which they were producing legal interest, and the will had directed that the fund should accumulate for the benefit of his children. The Chancellor says, "but these large sums were drawn out of situation where they were producing the interest required by the will; and yet it is contended that he is not accountable for the legal interest positively directed by the will to be the standard. The executor certainly never can be permitted to state, that "Lord Erskine said he had conversed with Lord Eldon who made the decree, and that he perfectly concurred with him, 'that the duty of this executor does not depend upon the general rule, as it relates generally to administration of assets, but upon the special rule prescribed by that particular will; by which accumulation is directed, the particular mode of accumulation is pointed out, and the executor is told by the will that he is to derive no advantage from the trust.'" These two cases seem to settle the rule by which an executor is to be charged with interest:

1. Where he has employed the money of the estate in trade, or in making loans for his own benefit, and refuses to show the profits, he shall by way of reaching those profits be charge[d] with compound interest.

2. Where he has withdrawn the funds of the testator from a profitable situation in which they were producing legal interest, he shall be charged with that interest.

It does not appear from the bill, answer, and exhibits in this case, that Savage loaned the money of his testator for his own use, or employed it in trade; nor is there any thing to show, or to create a presum[p]tion that he made more than legal interest; nor does it appear that he withdrew the money from a profitable situation, and placed it in a situation producing less profit, by which he would be chargeable with the higher rate of interest, even though it should exceed the legal rate. On the contrary, his representative has answered on oath that the profits which the testator received in payment of the lands sold was of little value, and that the slave received by him died shortly thereafter of a disease previously contracted. According to the opinion of Chancellor Kent, cited by the complainants from 1 Johns, Ch. Rep., the oath of the defendant before the master in that case would have been sufficient to exonerate him from the charge of compound interest. Then in this case, independently of all the circumstances leading to the same result, the full answer of the respondent, verified by oath, is sufficient to free him from the charge of compound interest. Samuel Savage's estate is, therefore, chargeable with simple interest only on the sum received.

A question has been raised by the respondent whether any of the children of Mary Taylor, afterwards Mary Rainey, are entitled to claim the bounty of Wm. F. Taylor, except William Rainey, who alone was *in esse* at the time of the death of the testator. This is a nice

question of law, which it is not material to the interest of respondent that I should decide. From what has already been said, there must be a decree against the estate of Samuel Savage for the sum of $2,118, with interest thereon; and it is totally immaterial to the respondent whether the decree be in favor of William Rainey, or of him in conjunction with the other children of Mary Taylor. And I am the more inclined not to look into the matter, as William Rainey and his brother and sister are disposed to consider that each has an equal interest in the bequest of William F. Taylor.

Upon the final hearing of this cause, it has been objected that there was an irregularity in the manner by which the children of Samuel Taylor upon his death were admitted parties to this suit. They had an interest which commenced upon the death of their father, he having a life estate in the bequest of William F. Taylor. I am of opinion that they, upon the death of their father, *they* should have been made parties by a supplemental bill; but the irregularity in the mode of admission, I cannot notice on the final hearing of the cause; and, by a rule adopted by the Supreme Court of the United States on its last session, persons situated as the children of Samuel Taylor, may be admitted parties without a supplemental bill, and upon motion.

In conformity to the foregoing opinion, it is ordered, adjudged, and decreed, that the bill of the complainants be dismissed so far as it seeks to recover of the respondent, as the representative of Samuel Savage, any sum of money for the transactions of Samuel Savage, executor of William F. Taylor, in the State of South Carolina; and it is further ordered and decreed that the said complainants recover of the respondent, as executor of Samuel Savage, deceased, the sum of two thousand one hundred and eighteen dollars, with interest thereon at the rate of six p. cent. p. annum from the twenty-first day of July, 1818, to this day; and that it be referred to the Master in Chancery to state an account between the parties, and to report the same to this court.

And it being agreed by the parties, that the account should be stated by the judge of this court in vacation, instead of the master, and the following statement of account between the parties by the judge of this court having been made, viz:

I find that the estate of Samuel Savage is chargeable with the following sum of money, received by the said Savage on the 21st day of July, 1818, from a sale of some of the lands lying in Kentucky, which belonged to William F. Taylor in his life time - - - - - - - $2,118 00

Interest on the said sum from the 21st of July, 1818, to the 28th day of November, the commencement of the present term of this court, at the rate of six p. cent. p. annum, amounting to the sum of - - 3,094 92

Total amt. due, amounting to - $5,212 92

And the said report being approved by the court, it is ordered, adjudged, and decreed, that the said complainants recover of the said respondent the said sum of five thousand two hundred and twelve dollars and ninety-two cents, to be levied of the goods and chattels, lands and tenements, of the said Samuel Savage, and that the said respondent pay the costs of this suit.

WM. CRAWFORD.

Securityship for costs.—(Securityship for costs by complainants.)

"We acknowledge ourselves the plaintiffs' security for the costs in the prosecution of this cause. Witness our hands and seals this twenty-seventh day of May, eighteen hundred and forty.

A. F. HOPKINS. [L. S.]
J. W. McCLUNG. [L. S.]

Approved: B. T. MOORE, *Clk. D. C.*

Bond for costs in the prosecution of this cause.

(The bond for costs.)

Know all men by these presents, that we, William Taylor, Geo. Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, and Arthur F. Hopkins, and James W. McClung are held and firmly bound unto George M. Savage, executor of the last will and testament of Samuel Savage, deceased, in the penal sum of one thousand dollars; for the due payment thereof, we and each of us, do bind ourselves, our and each of our heirs, executors, and administrator, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-seventh day of May, eighteen hundred and forty.

The condition of the above obligation is such, that whereas, at the last term of the district court of the United States for the northern district of Alabama, begun and held for the northern district aforesaid, on the third Monday in May, instant, the said William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth Rainey, and Alexander Rainey, complainants in a certain cause in said district court depending against the said George M. Savage, executor of the last will and testament of the said Samuel Savage, deceased, as aforesaid, defendant, were by an order of said district court required to give bond and security to be approved by the clerk of said district court, within sixty days from the day on which said order was made, to pay such costs as shall be adjudged against them in said cause, and the said Arthur F. Hopkins and James W. McClung having become the securities of the said complainants for such costs, &c. as aforesaid.

Now, if the said William Taylor, George Taylor, William Primrose and wife, George Porter and wife, William Rainey, Elizabeth

Rainey, and Alexander Rainey, complainants as aforesaid, shall well and truly pay such costs as shall be adjudged against them in this cause, then the above obligation shall be null and void, else remain in full force and virtue. Witness our hands and seals the day and year last aforesaid.

A. F. HOPKINS. [L. S.]
J. W. McCLUNG. [L. S.]
Approved: B. T. MOORE, *Clk. D. C.*

William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants vs. George M. Savage, executor of the last will and testament of Samuel Savage, deceased, pending in the district court of the United States for the northern district of Alabama, at Huntsville.

Interrogatories propounded to A. Christie and al.

Interrogatories to be propounded to Alexander Christie, William Smith, James Mair, George Lawson, David Innes, and George Cruikshank, witnesses, residing in Scotland.

Interrogatory first. Were you acquainted with one William F. Taylor, a native of Scotland? If you answer this question affirmatively, state in what geographical division of Scotland he lived, and to what country did he remove, and when.

Second. Have you understood whether the said William F. Taylor is living or dead? if dead, when and where did he die?

Third. Who were the parents of the said William F. Taylor?

Fourth. Was the said William F. Taylor ever married within your knowledge, information, or belief? and if dead, who were his next of kin at the time of his death? and who are the next of kin now living?

Fifth. If he, the said William F. Taylor, had any sister or sisters who survived him, state the names of such survivors, and if they or she married, state to whom, and at what time.

Sixth. If the said William F. Taylor had any surviving sister or sisters at the time of his death, are they now living or dead? if dead, state who are their children, and the ages of such children.

Seventh. If the said William F. Taylor had any surviving brother or brothers at the time of his death, are such brother or brothers now living or dead? if dead, state whether such brother or brothers were ever married, and if married, who are the heirs or children of such brother or brothers, and state the ages of such children or heirs, if there are any.

Eighth. If you shall have answered that any of the brothers or sisters of said William F. Taylor who survived him have died, leaving children, if such children be females, state if such female children be married, and if married, to whom.

Ninth. Where are the children of the brothers and sisters of said

William F. Taylor residing ? of what country are they natives, and to what government do they owe allegiance ? and of what country were the brothers and sisters of said William F. Taylor natives ?

Tenth. Have any of the brothers or sisters of said William F. Taylor ever lived in the United States of America, or have any of their children ever lived therein ?

Eleventh. Did the father and mother of said William F. Taylor ever live in said United States ? where did they live, and if dead, where did they continue to live until the time of there death ?

Twelfth. Did any brother or sister of said William F. Taylor ever visit the United States of America after his death? if so, designate the person or persons, and state the time of their visit and its object.

HOPKINS & PARSONS,
and McCLUNG,
Solicitors for Complainants.

(*Endorsed.*)—Filed 13th January, 1840.
Test: B. T. MOORE, *Clerk.*

The deposition of witnesses in Scotland.

United Kingdom of Great Britain and Ireland, Scotland, Mains of Newton Garvie, in the parish of Drumblade, and county of Aberdeen.

Be it remembered, that on this first day of April, in the year of our Lord one thousand eight hundred and forty, before us, John Forbes, of Portsoy, Banffshire, in Scotland, Edward Mortimer, of Banff, in Scotland, and William Murdock, of Huntly, Aberdeenshire, in Scotland, three of the commissioners appointed by the annexed commission, which issued from the office of the clerk of the district court of the United States for the northern district of Alabama, on the twenty-eighth day of January, in the year of our Lord one thousand eight hundred and forty, personally appeared Alexander Christie, of Mains of Dummeries, parish of Drumblade, and county of Aberdeen, Scotland, or William Smith, of Adamston, parish and county aforesaid, James Mair, of Backgarrie, parish and county aforesaid, George Lawson, of Overtown, of Lessendrum, parish and county aforesaid, and George Cruickshank, of Comistie, parish of Forgue, and county of Aberdeen aforesaid, witnesses for the complainants, in a civil suit now pending in equity in the said district court of the United States for the northern district of Alabama, between William Taylor, George Taylor, William Primrose, and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, complainants, and George M. Savage, executor of Samuel Savage, deceased, defendant, and each of the said witnesses being by us first carefully examined and cautioned, and sworn to testify the whole truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid.

The deposition of Alexander Christie.

In answer to the foregoing and annexed interrogatories, the said Alexander Christie did depose and say, in answer to the first interrogatory; that he is seventy-nine years of age, and has for the last fifty-seven years lived and resided at Mains, of Dummeries aforesaid, and that he knew, and was well acquainted with one William F. Taylor, a native of Scotland, who lived and resided with his parents at Loanhead, in the parish of Drumblade, and county of Aberdeen aforesaid, and who removed from Loanhead aforesaid to the United States of America some time prior to the year one thousand seven hundred and ninety, (say one thousand seven hundred and ninety,) or to the best of his recollection, in the year one thousand seven hundred eighty-seven.

In answer to the second interrogatory, the said witness says, that he understands that the said William F. Taylor is dead, and that he died at his residence at South Carolina, in the United States of America on the eighteenth day of August, one thousand eight hundred and eleven, having, in addition to other information, seen and read a letter from two of his executors to Samuel Taylor, of Lessendrum, in the parish of Drumblade, and county of Aberdeen, his brother intimating that he had died on that day.

In answer to the third interrogatory, the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes or Taylor, who some time lived and resided at Loanhead aforesaid, and thereafter at Drumdello, in the parish of Forgue, and county of Aberdeen.

In answer to the fourth interrogatory, the said witness says, that the said William F. Taylor was unmarried when he left Scotland, and it does not consist with his knowledge, or belief, that he, the said William F. Taylor, was ever married; that the next of kin of the said William F. Taylor at the time of his death, were his only surviving brother, the said Samuel Taylor, of Lessendrum aforesaid, now deceased, and his only sister, Mary Taylor or Rainey, also now deceased, then wife of William Rainey, of Drumblade aforesaid, schoolmaster; that the said William F. Taylor's next of kin now living, are William Taylor, George Taylor, Eliza Taylor, and Elspet Taylor, only surviving children of the said deceased Samuel Taylor, of Lessendrum aforesaid, and William Rainey, Alexander Rainey, and Elizabeth Rainey, only children of the said Mary Taylor or Rainey, deceased.

In answer to the fifth interrogatory, the said witness says, that the said William F. Taylor left surviving him an only sister, the said Mary Taylor or Rainey, deceased, who was married to the said William Rainey, of Drumblade aforesaid, about thirty years ago.

In answer to the sixth interrogatory, the said witness says, that the said William F. Taylor had at the time of his death one sister, the said Mary Taylor or Rainey, wife of the said William Rainey,

of Drumblade aforesaid, and that she died about eight or nine years ago; that the said Mary Taylor or Rainey, left surviving her three children, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey, aforesaid; that the said William Rainey is now about twenty-nine years of age, the said Alexander Rainey is now about twenty-seven years of age, and the said Elizabeth Rainey is now about twenty-five years of age; that he has resided in the same neighborhood with the said William Rainey, Alexander Rainey, and Elizabeth Rainey, since their births; that there has been laid before him the register of baptisms, for the parish of Drumblade, commencing in the year one thousand seven hundred and ninety-one, and continuing down to the year one thousand eight hundred and thirty-nine, along with an extract or copy of the entries therein of the baptisms of the said William Rainey, Alexander Rainey, and Elizabeth Rainey, the said entries bearing the dates of said baptisms respectively, and that the said William Rainey was baptized on the seventh day of August, one thousand eight hundred and ten, the said Alexander Rainey on the thirty-first day of May, one thousand eight hundred and twelve, and the said Elizabeth Rainey on the eighth day of March, one thousand eight hundred and fifteen; that the said extract or copy from said register, has been carefully compared by him with the original entries in said register, and is certified by the minister of the parish of Drumblade; that to the said extract or copy from said register, he has adhibited his name or signature that it may be affixed hereto, and read as a part of his testimony.

In answer to the seventh interrogatory, the said witness says, that the said William F. Taylor had at the time of his death only one surviving brother, the said Samuel Taylor, some time of Lessendrum aforesaid, and thereafter of Thomaston, parish and county of Drumblade, and Aberdeen aforesaid, to which last mentioned place he had removed from Lessendrum some time before his death; that the said Samuel Taylor was married upwards of thirty years ago, to Isabel Lawson, and that he died at Thomaston aforesaid, upon the fifteenth day of March, one thousand eight hundred and thirty-nine; that the heirs and only surviving children of the said Samuel Taylor, are Eliza Taylor, or Primrose, wife of William Primrose, now in the United States, William Taylor sometime at Thomaston aforesaid, also now in the United States, George Taylor, surgeon in the British army, and now stationed in Canada, and Elspet Taylor or Porter, wife of George Porter, of Newton Ganie, in the parish of Drumblade aforesaid; that the said Eliza Taylor, or Primrose, is to the best of his knowledge and belief about thirty-six years of age, the said William Taylor about thirty-four years of age, the said George Taylor about thirty-two years of age, and the said Elspet Taylor or Porter, about thirty-years of age; that there has been laid before him the register of baptisms above mentioned, for the parish of Drumblade aforesaid, along with an extract or

copy of the entries therein of the said Eliza Taylor's baptism, and of the baptisms of the said William Taylor, George Taylor, and Elspet Taylor, the said entries bearing the dates of said baptisms respectfully, and that the said Eliza Taylor was baptized on the twenty-first day of April, one thousand eight hundred and four, the said William Taylor on the twelfth day of February, one thousand eight hundred and six, the said George Taylor on the twenty-third day of February, one thousand eight hundred and eight, and the said Elspet Taylor on the twenty-fifth day of February, one thousand eight hundred and ten; that the said extract or copy from said register, has been carefully compared by him with the original entries in said register, and it is certified by the minister of the parish of Drumblade; that to the said extract or copy from said register, he has adhibited his name or signature, that it may be affixed hereto, and read as a part of his testimony; that the said Samuel Taylor had other two sons, both of whom died in childhood upwards of twenty years ago.

In answer to the eighth interrogatory, the said witness says, that the only surviving sister of the said William F. Taylor, namely, the said Mary Taylor, or Rainey, left surviving her one daughter, the said Elizabeth Rainey, who is still unmarried; that the said Samuel Taylor, the only surviving brother of the said William F. Taylor, left surviving him two daughters, namely, Eliza Taylor, wife of William Primrose aforesaid, and Elspet Taylor, wife of George Porter, of Newton Ganie aforesaid.

In answer to the ninth interrogatory, the said witness says, that the children of the said Mary Taylor, or Rainey, sister of the said William F. Taylor, namely, the said William Rainey, Alexander Rainey, and Elizabeth Rainey, at present live and reside at Monellie, in the parish of Forgue, and county of Aberdeen; that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one lives and resides at Newton Ganie aforesaid, in Scotland, namely, the said Elspet Taylor, or Porter, wife of the said George Porter; that two of said children, namely, the said Eliza Taylor, or Primrose, and William Taylor, now reside in the United States of America; the said Eliza Taylor, or Primrose, having gone to join her husband there nearly two years ago, and the said William Taylor having also left Scotland and gone their in the month of May, one thousand and thirty-nine; that the said George Taylor is at present stationed in British America; that the said children of the said sister and brother of the said William F. Taylor, are all natives of Scotland, and five of them, namely, William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor, or Porter, owe allegiance to the Government of the United Kingdom of Great Britain and Ireland, as does the said George Porter; that the said brother and sister of the said William F. Taylor were also natives of Scotland.

In answer to the tenth interrogatory, the said witness says, that the said Samuel Taylor, brother of the said William F. Taylor, visi-

ted the United States of America about twenty-five years ago, having left Scotland for the purpose of investigating the matters of his said brother, William F. Taylor, who had died in the United States of America sometime previously; that the said Samuel Taylor returned to Scotland after being absent for a period of nearly twelve months; that neither the said Mary Taylor, or Rainey, nor the said William Rainey, her husband, ever lived in or visited the United States of America, nor have any of their said children ever done so; that neither the said George Taylor, nor Elspet Taylor, or Porter, nor the said George Porter, ever visited the United States of America, or ever lived therein; that the said Eliza Taylor, or Primrose, and the said William Taylor, now live and reside in the United States of America, having left Scotland and gone there at the periods before mentioned; that the said William Primrose left Scotland about four years ago, and now lives and resides in the United States of America.

In answer to the eleventh interrogatory, the said witness says, that neither the father nor mother of the said William F. Taylor ever lived or resided in the said United States, but lived all the days of their lives in the county of Aberdeen, in Scotland; that they lived sometime at Loanhead aforesaid, and thereafter at Drumdollo aforesaid, both in the county of Aberdeen; and they continued to live at Drumdollo, aforesaid, until the time of their deaths—the said Samuel Taylor, father of the said William F. Taylor and Elizabeth Forbes, or Taylor, mother of the said William F. Taylor, having both died about thirty years ago.

In answer to the twelfth interrogatory, the said witness says, that some years after the death of the said William F. Taylor, and about twenty-five years ago, his said brother Samuel Taylor, then of Lessendrum aforesaid, visited the United States of America, and his object and purpose, in doing so, was to endeavor to wind up, settle, and adjust the matters and affairs of his said deceased brother, William F. Taylor.

ALEX'R CHRISTIE.

JOHN FORBES,
EDW'D MORTIMORE,
WILL'M MURDOCK.

The deposition of W. Smith.

The said William Smith, one of the witnesses above named, having been by us first examined and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories aforesaid, did depose and say, in answer to the first interrogatory: The [that] he is in the seventy-eighth year of his age, and has lived and resided all his life at Adamston, in the parish of Drumblade, and county of Aberdeen aforesaid; that he was acquainted with one William F. Taylor, a native

of Scotland, who resided with his parents at Loanhead, in the parish of Drumblade aforesaid; that the said William F. Taylor removed to America in or about the year one thousand seven hundred and eighty-seven, from Loanhead aforesaid.

In answer to the second interrogatory, the said witness says, that he understands that the said William F. Taylor died in America about thirty years ago.

In answer to the third interrogatory, the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes, or Taylor, some time of Loanhead aforesaid, and thereafter of Drumdollo, in parish of Forgue, and county of Aberdeen aforesaid.

In answer to the fourth interrogatory, the said witness says, that to the best of his knowledge, information, and belief, the said William F. Taylor was never married; that the next of kin of the said William F. Taylor, at the time of his death, were his sister, Mary Taylor, or Rainey, now deceased, then wife of William Rainey, schoolmaster of Drumblade aforesaid, and Samuel Taylor, then of Lessendrum, in the parish of Drumblade aforesaid, thereafter of Thomaston, in the parish of Drumblade aforesaid, his only surviving brother; that the said William F. Taylor's next of kin now living are William Rainey, Alexander Rainey, and Elizabeth Rainey, only children of the said Mary Taylor, or Rainey, deceased, and William Taylor, George Taylor, Eliza Taylor, and Elspet Taylor, only surviving children of the said Samuel Taylor, some time of Lessendrun aforesaid, his brother, who is also deceased.

In answer to the fifth interrogatory, the said witness says, that the said William F. Taylor had surviving him one sister, namely, the said Mary Taylor, or Rainey, who about thirty years ago was married to the said William Rainey, schoolmaster of Drumblade aforesaid.

In answer to the sixth interrogatory, the said witness says, that the said William F. Taylor's sister, the said Mary Taylor, or Rainey, died about nine years ago, leaving three children, namely, William Rainey, aged at present about twenty-nine years, Alexander Rainey, now aged about twenty-seven years, and Elizabeth Rainey, now aged about twenty-five.

In answer to the seventh interrogatory, the said witness says, that the said William F. Taylor had surviving him an only brother, Samuel Taylor, sometime of Lessendrun aforesaid, and thereafter of Thomaston aforesaid; that the said Samuel Taylor, brother of said William F. Taylor, was married to Isabel Lawson something more than thirty-six years ago, and he died at Thomaston aforesaid about a year ago; that the heirs or children of the said Samuel Taylor, brother of the said William F. Taylor, are Eliza Taylor, or Primrose, wife of William Primrose, now in the United States of America, who is at the present in her thirty-sixth year, William Taylor, sometime at Thomaston aforesaid, now in the United States,

who is about thirty-four years of age, George Taylor, surgeon in the British army, who is now about thirty-two years of age, and Elspet Taylor, or Porter, wife of George Porter, of Newton Ganie, in the parish of Drumblade aforesaid, who is about thirty years of age.

In answer to the eighth interrogatory, the said witness says, that the said Mary Taylor, or Rainey, sister of the said William F. Taylor, and who survived him, and bearing one daughter, the said Elizabeth Rainey, who is yet unmarried; that the said Samuel Taylor, brother of the said William F. Taylor, and who survived him, left two daughters, Eliza and Elspet, the former of whom is married to the said William Primrose, and the latter to George Porter aforesaid; that the said Mary Taylor, or Rainey, and the said Samuel Taylor, the sister and brother of the said William F. Taylor, also left the sons before mentioned.

In answer to the ninth interrogatory, the said witness says, that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one resides at Newton Ganie aforesaid, in Scotland, namely, the said Elspet Taylor, or Porter; two, namely, Eliza Taylor, or Primrose, and William Taylor, now resides in the United States of America, the former having gone to join her husband their about two years ago, and the latter having also left Scotland and gone there about ten months ago, and the other, namely *namely*, George Taylor, is at present stationed in British America; the children of the said Mary Taylor, or Rainey, sister of the said William F. Taylor, namely, William, Alexander, and Elizabeth, at present reside at Monellie, in the parish Forgue, and county of Aberdeen; that the said children of the said sister and brother of the said William F. Taylor are all natives of Scotland, and five of them, namely, William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor, or Porter, owe allegiance to the Government of the United Kingdom of Great Britain and Ireland, as does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory, the said witness says, that the said Mary Taylor, or Rainey, sister of the said William F. Taylor, never lived in the United States of America, nor have any of her children lived therein; that Samuel Taylor, brother of the said William F. Taylor, went to the United States of America about twenty-five years ago, regarding his brother's affairs, and returned to Scotland within a year thereafter; that Eliza Taylor, or Primrose, and the said William Taylor, children of the said Samuel Taylor last mentioned, now live in the United States of America, as also does the said William Primrose.

In answer to the eleventh interrogatory, the said witness says, that the father and mother of the said William F. Taylor never lived in the United States; they lived at Loanhead aforesaid for some time, thereafter at Drumdollo aforesaid, where they continued to live until the time of their death.

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In answer to the twelfth interrogatory, the said witness says, that about twenty-five years ago, and after the death of the said William F. Taylor, the said Samuel Taylor, his brother, visited the United States of America; and his purpose, in doing so, was to look after the matters and affairs of the said William F. Taylor.

WILLIAM SMITH.

JOHN FORBES,
EDW'D MORTIMORE,
WM. MURDOCK.

The deposition of James Mair.

The said James Mair, one of the witnesses above named, having been by us first examined and cautioned, and sworn to testify the truth and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories as aforesaid, did depose and say, in answer to the first interrogatory: That he is in the seventy-third year of his age, and has resided at Backganie, in the parish of Drumblade, and county of Aberdeen, during all the days of his life; that he knew and was well acquainted with one William F. Taylor, a native of Scotland, who resided at Loanhead, in the parish Drumblade aforesaid, along with his parents, and who removed to the United States of America prior to the year one thousand seven hundred and ninety; that he was at school with the said William F. Taylor, and has often herded cattle along with him; that he remembers having been very often in company with the said William F. Taylor in his father's house, and particularly on the evening before he left his father's house for America.

In answer to the second interrogatory the said witness says, that he understands the said William F. Taylor died at South Carolina in the year one thousand eight hundred and eleven.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes or Taylor, his wife, who both some time resided at Loanhead, in the parish of Drumblade aforesaid; afterwards at Drumdollo, in the parish of Forgue and county of Aberdeen.

In answer to the fourth interrogatory the said witness says, that the said William F. Taylor left Scotland unmarried, and to the best of his knowledge, information, and belief, he never was so. That the next of kin of the said William F. Taylor, at the time of his death, were his brother Samuel Taylor, some time in Lessendrum aforesaid, and thereafter at Thomaston, in the said parish of Drumblade aforesaid, and Mary Taylor or Rainey, his sister, and wife of William Rainey, schoolmaster of Drumblade aforesaid. That the next of kin of the said William F. Taylor, now living, are William, George, Eliza, and Elspet, children of the said Samuel Taylor, some time of Lessendrum, his brother, now deceased, and William, Alexander, and Elizabeth, only children of the said Mary Taylor or Rainey, also now deceased, his sister.

In answer to the fifth interrogatory the said witness says, that the said Mary Taylor or Rainey survived her brother the said William F. Taylor. That she was married to the said William Rainey, schoolmaster of Drumblade aforesaid, about thirty years ago.

In answer to the sixth interrogatory the said witness says, that the said Mary Taylor or Rainey, sister of the said William F. Taylor, died in the spring of the year one thousand eight hundred and thirty-one, leaving surviving her three children—namely, William Rainey, now aged about twenty-nine; Alexander Rainey, now aged about twenty-seven; and Elizabeth Rainey, now aged about twenty-five. That he has lived within a mile and a half of the residence of the said William Rainey, Alexander Rainey, and Elizabeth Rainey, and has known them from their infancy. That he has been shown the register of baptisms for the said parish of Drumblade, commencing in the year one thousand seven hundred and ninety-one, and continuing down to the year one thousand eight hundred and thirty-nine, along with an extract or copy of the entries therein of the baptisms of the said William Rainey, Alexander Rainey, and Elizabeth Rainey. That the said extract or copy from the said register is certified by the minister of the parish of Drumblade aforesaid, and has been carefully compared by him with the original entries in said register. That to said extract or copy from said register he has adhibited his name or signature, after being certified as aforesaid.

That, in answer to the seventh interrogatory, the said witness says, the said William F. Taylor had one brother who survived him—namely, the said Samuel Taylor, some time of Lessendrum, afterwards of Thomaston aforesaid—who was married, something more than thirty-six years ago, to Isabel Lawson, and who died at Thomaston aforesaid in the month of March, one thousand eight hundred and thirty-nine. That the said Samuel Taylor, some time of Lessendrum aforesaid, left surviving him four children, viz: Eliza Taylor or Primrose, now about thirty-six years of age; William Taylor, now about thirty-four years of age; George Taylor, now about thirty-two years of age; and Elspet Taylor or Porter, about thirty years of age—who are his heirs. That he has been shown the register of baptisms for the parish of Drumblade aforesaid, along with an extract or copy of the entries therein of the baptisms of the said Eliza Taylor or Primrose, William Taylor, George Taylor, and Elspet Taylor or Porter. That [the] extract or copy from said register, which is certified by the minister of the parish of Drumblade, has been carefully compared by him after being so certified. That to the said extract or copy from said register, he (witness) has adhibited his name or signature, that it may be affixed hereto.

In answer to the eighth interrogatory the said witness says, that the said Mary Taylor or Rainey, who survived her said brother, William F. Taylor, left children as aforesaid, of whom one is a daughter—namely, Elizabeth Rainey, who is not yet married; and

of the children left by the said Samuel Taylor, some time of Lessendrum aforesaid, who survived his said brother, William F. Taylor, two are daughters—namely, Eliza, married to William Primrose, and Elspet Taylor or Porter, married to George Porter, at Newton Ganie aforesaid.

In answer to the ninth interrogatory the said witness says, that the children of the said Mary Taylor or Rainey, before named, all now reside at Monellie, in the parish of Forgue and county of Aberdeen. That of the children of the said Samuel Taylor, brother of the said William F. Taylor, one, namely Elspet, lives at Newton Ganie aforesaid, and is the wife of George Porter, residing there; two are in the United States of America—namely, Eliza Taylor or Primrose, and William Taylor; and one, namely George, surgeon in the British army, is presently stationed in Canada. That the said William Rainey, Alexander Rainey, and Elizabeth Rainey, and also the said Elspet Taylor or Porter, and George Taylor, owe allegiance to the Government of the United Kingdom of Great Britain and Ireland, and also does the said George Porter. That the brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory the said witness says, that the said brother and sister of the said William F. Taylor never lived in the United States of America; but the said brother Samuel Taylor left Scotland about twenty-five years ago, and went to the United States for the purpose of looking after the affairs of the said William F. Taylor, but he returned to Scotland within twelve months. That the said Eliza Taylor or Primrose, and the said William Taylor, now reside in the United States of America—the former having left Scotland in the month of July, one thousand eight hundred and thirty-eight, to join her husband, the said William Primrose, and the latter having left for the United States in the month of May, one thousand eight hundred and thirty-nine. That the said William Primrose left Scotland about four years ago, and is now in the United States of America.

In answer to the eleventh interrogatory the said witness says, that the father and mother of the said William F. Taylor never resided in the United States of America. That they lived some time at Loanhead aforesaid, and removed to Drumdollo aforesaid, where they both remained until their death, which happened about thirty years ago.

In answer to the twelfth interrogatory the said witness says, that about twenty-five years ago, and some time after the death of the said William F. Taylor, the said Samuel Taylor, his brother, visited the United States of America, and his object in doing so was to endeavor to adjust the affairs of the said William F. Taylor, but he returned to Scotland after an absence of about ten months.

JAMES MAIR.

JOHN FORBES,
EDW'D MORTIMORE,
WM. MURDOCK.

The dep. of Geo. Lawson.

The said George Lawson, one of the witnesses above named, having been by us first examined and cautioned, and sworn to testify the truth, and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories as aforesaid, did depose and say, in answer to the first interrogatory: That he is fifty-six years of age, and has resided on the farm of Overton, of Lessendrum, in the parish of Drumblade and county of Aberdeen, during all the days of his life. That he was not acquainted with one William F. Taylor, a native of Scotland. That he has heard that a person of that name left the parish of Drumblade for the United States of America.

In answer to the second interrogatory the said witness says, that he has heard and understood that the said William F. Taylor died in the year one thousand eight hundred and eleven—having seen a letter from him to some of his friends, intimating his severe illness, and another letter from two of his executors, intimating his death.

In answer to the third interrogatory the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes, his wife, who resided at Drumdollo, in the parish of Forgue and county of Aberdeen.

In answer to the fourth interrogatory the said witness says, that he never heard of the said William F. Taylor having ever been married, and his friends in the parish of Drumblade aforesaid always talked in such a way as to confirm his belief *the* he was never married. That the next of kin of the said William F. Taylor, at the time of his death, were his sister Mary Taylor or Rainey, wife of William Rainey, schoolmaster of Drumblade, and his brother Samuel Taylor, some time residing at Lessendrum, thereafter at Thomaston. That the next of kin of the said William F. Taylor, now living, are the children of the said Mary Taylor or Rainey, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey; and the children of his brother Samuel Taylor, viz: Eliza Taylor or Primrose, William Taylor, George Taylor, and Elspet Taylor or Porter.

In answer to the fifth interrogatory the said witness says, that the said William F. Taylor had one sister who survived him, namely Mary Taylor or Rainey, who married the said William Rainey, schoolmaster of Drumblade aforesaid.

In answer to the sixth interrogatory the said witness says, that the said Mary Taylor or Rainey, sister of the said William F. Taylor, who survived him as aforesaid, died in the spring one thousand eight hundred and thirty-one, leaving three children—namely, William, aged about twenty-nine years; Alexander, aged about twenty-seven years; and Elizabeth, about twenty-five.

In answer to the seventh interrogatory the said witness says, that the said Samuel Taylor, of Lessendrum aforesaid, afterwards of Thomaston, survived his said brother, William F. Taylor. That the said Samuel Taylor was married to Isabel Lawson in the month of July, eighteen hundred and three, and died at Thomaston aforesaid in the month of March, eighteen hundred [and] thirty-nine, leaving four children—namely, Eliza, now about thirty-six years of age; William, now about thirty-four years of age; George, now about thirty-two; and Elspet, now about thirty years of age.

In answer to the eighth interrogatory, the said witness says, that of the children left by the said Mary Taylor or Rainey, one was a daughter, who is still unmarried; and of the children left by the said Samuel Taylor, brother of the said William F. Taylor, two are daughters, namely, Eliza, who is married to William Primrose, now in the United States of America, and Elspet, wife of George Porter, Mains of Newton Ganie, in the said parish of Drumblade aforesaid.

In answer to the ninth interrogatory, the said witness says, that the children of the said Mary Taylor or Rainey reside now at Monellie, in the parish of Forgue, and county of Aberdeen; and that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one resides at Newton Ganie aforesaid, namely, Elspet; another, George, a surgeon in the British army, is presently stationed in Canada; Eliza resides with her husband, William Primrose, in the United States of America, and William also resides in the said United States; that the whole of said children are natives of Scotland, and that the said William Rainey, Alexander Rainey, Elizabeth Rainey, George Taylor, and Elspet Taylor or Porter, owe allegiance to the Government of the united kingdom of Great Britain and Ireland, as also does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory, the said witness says, that neither the said brother nor sister of the said William F. Taylor ever lived in the United States of America, although the said Samuel Taylor, his brother, left Scotland in the month of September, one thousand eight hundred and fifteen, for the said United States of America, and returned from said country to Scotland in the month of June in the following year; that none of the children of the said Mary Taylor or Rainey, or Samuel Taylor, ever lived in the United States, except Eliza Taylor or Primrose, and William Taylor, who both presently reside therein.

In answer to the eleventh interrogatory, the said witness says, that neither the father nor the mother of the said William F. Taylor ever lived in the said United States, but they continued to live until the time of their death in the county of Aberdeen, in Scotland.

In answer to the twelfth interrogatory, the said witness says, that the said Samuel Taylor, brother of the said William F. Taylor, visited the United States of America at the period aforesaid, and

after his brother's death, and his object in doing so was to endeavor to effect a settlement of the affairs of his brother, William F. Taylor.

GEORGE LAWSON.

JOHN FORBES,
EDW'D MORTIMER,
WM. MORDOCK.

The deposition of George Cruickshank.

The said George Cruickshank, one of the witnesses above named, having been by us first examined and cautioned, and sworn to testify the truth and nothing but the truth, touching his knowledge of any thing that may relate to the suit aforesaid, in answer to the foregoing and annexed interrogatories aforesaid, did depose and say, in answer to the first interrogatory: That he is above seventy years of age, and has lived all his life-time in the parish of Forgue and county of Aberdeen, adjoining of Parish of Drumblade, in said county; that he knew and was well acquainted with William F. Taylor, a native of Scotland, who resided with his parents at Loanhead, in the parish of Drumblade aforesaid, and removed to the United States of America about fifty years ago; that he was at school with the said William F. Taylor.

In answer to the second interrogatory, the said witness says, that he understands the said William F. Taylor died in the United States aforesaid, but he cannot mention the exact period of his death.

In answer to the third interrogatory, the said witness says, that the parents of the said William F. Taylor were Samuel Taylor and Elizabeth Forbes or Taylor, his wife, who resided some time at Loanhead, in the parish of Drumblade aforesaid; afterwards at Drumdollo, in the parish of Forgue aforesaid.

In answer to the fourth interrogatory, the said witness says, that the said William F. Taylor was unmarried when he left Scotland, and it is not within his knowledge, information, or belief that he ever was married; that the nearest of kin of the said William F. Taylor were his sister, Mary Taylor or Rainey, and his brother, Samuel Taylor, some time of Lessendrum, thereafter at Thomaston, both in the parish of Drumblade aforesaid, at the period of the death of him, the said William F. Taylor; that in consequence of the deaths of the said brother and sister of the said William F. Taylor, his next of kin now living are their surviving children, viz: William Rainey, Alexander Rainey, and Elizabeth Rainey, children of the said Mary Taylor or Rainey, and Eliza Taylor or Primrose, William Taylor, George Taylor, and Elspet Taylor or Porter, children of the said last mentioned Samuel Taylor.

In answer to the fifth interrogatory the said witness says, that he, the said William F. Taylor, had one sister who survived him, viz: the said Mary Taylor or Rainey, who was married to William

Rainey, schoolmaster of Drumblade aforesaid, above thirty years ago.

In answer to the sixth interrogatory, the said witness says, that the said Mary Taylor or Rainey, the sister of the said William F. Taylor, who survived him, died about nine years ago, bearing children, viz: William, aged about twenty-nine years, Alexander, aged about twenty-seven years, and Elizabeth, aged about twenty-five years; that he has this day been shown the register of baptisms for the parish of Drumblade aforesaid, along with an extract or copy of the entries therein of the baptisms of the said William Rainey, Alexander Rainey, and Elizabeth Rainey; that the extract or copy from said register is certified by the minister of the parish of Drumblade, has been carefully compared by him (the witness) with the original entries in said register, and that the said extract or copy, after being so certified, has been signed by him in order that it may be affixed hereto.

In answer to the seventh interrogatory, the said witness says, that the said William F. Taylor, at the time of his death, had one surviving brother, namely, the said Samuel Taylor, then of Lessendrun aforesaid, thereafter of Thomaston aforesaid, who died in the spring of one thousand eight hundred and thirty-nine; that the said Samuel Taylor, last above mentioned, about thirty-seven years ago, married Isabel Lawson, and left four children, viz: Eliza, now about thirty-six years of age, William, about thirty-four years of age, George, about thirty-two, and Elspet, about thirty years of age; that he has been this day shown the register of baptisms for the said parish of Drumblade, along with an extract or copy of the entries therein of the baptisms of the said Eliza Taylor, William Taylor, George Taylor, and Elspet Taylor; that the said extract or copy from said register is certified by the minister of the parish of Drumblade aforesaid, and has been carefully compared by the witness with the original entries in said register; he has adhibited his signature in order that the said extract or certificate copy may be affixed hereto.

In answer to the eighth interrogatory, the said witness says, that the said Mary Taylor or Rainey, the sister of the said William F. Taylor, and who survived him, died at the period before mentioned, leaving the children before named, of whom one is a daughter, the said Elizabeth Rainey, who is yet unmarried; that the said Samuel Taylor, the brother of the said William F. Taylor, and who survived him, died at the period also before mentioned, leaving the children before named, of whom two are daughters, namely, the said Eliza Taylor or Primrose, who was married to the said William Primrose, now of the United States, and Elspet Taylor or Porter, who was married to the said George Porter, of Newton Ganie aforesaid.

In answer to the ninth interrogatory, the said witness says, that the children of the said Mary Taylor or Rainey, before named, all

now reside at Monellie, in the parish of Forgue, and county of Aberdeen; that of the children of the said Samuel Taylor, brother of the said William F. Taylor, one, viz: Elspet, resides at Newton Ganie aforesaid, and is wife of George Porter, residing there; two are in the United States of America, viz: Eliza Taylor or Primrose, and William Taylor; and one, viz: George, is a surgeon in the British army, and presently stationed in Canada. That the said William Rainey, Alexander Rainey, and Elizabeth, and also the said Elspet Taylor or Porter, and George Taylor, owe allegiance to the Government of the united kingdom of Great Britain and Ireland, as also does the said George Porter; that the said brother and sister of the said William F. Taylor were natives of Scotland.

In answer to the tenth interrogatory, the said witness says, that neither the said brother nor sister of the said William F. Taylor ever lived in the United States of America, nor have any of their children ever lived therein, with the exception of the said Eliza Taylor or Primrose, and the said William Taylor, who now both reside in said United States; that the said Samuel Taylor, although he never resided in the said United States, went out there from Scotland about twenty-five years ago, and some time after the death of his said brother, regarding his matters; but he returned to Scotland within twelve months.

In answer to the eleventh interrogatory, the said witness says, that neither the father nor the mother of the said William F. Taylor ever lived in the United States; that they lived some time at Loanhead aforesaid, afterwards at Dromdollo, at which last mentioned place they continued until the time of their deaths, which happened about thirty years ago.

In answer to the twelfth interrogatory, the said witness says, that the said Samuel Taylor visited the United States of America after the death of his brother, the said William F. Taylor, and about twenty-five years ago as aforesaid, for the object of adjusting the affairs of the said William F. Taylor, his brother.

GEORGE CRUICKSHANK.

EDW'D MORTIMER,
JOHN FORBS,
WM. MURDOCK.

United kingdom of Great Britain and Ireland, Scotland, Manse of Newton Ganie, in the parish of Drumblade, and county of Aberdeen:

We, John Forbes, of Portsoy, Banffshire, in Scotland, Edward Mortimore, of Banff, in Scotland, and William Murdock, of Huntly, Aberdeenshire, in Scotland, three of the commissioners appointed by the foregoing and annexed commission, do hereby certify that on this first day of April, in the year of our Lord one thousand eight hundred and forty, we were attended by Alexander Christie, of Mains Drummeries, parish of Drumblade, and county of Aberdeen,

Seotland, William Smith, of Adamston, parish and county aforesaid, James Mair, of Backganie, parish and county aforesaid, George Lawson, of Overton, of Lessendrun, parish and county aforesaid, and George Cruickshank, Comislie, parish of Forgue, and county aforesaid, witnesses, who were named and produced for the complainants in the civil suit aforesaid, who are persons of sound mind and lawful age, at Mains of Newton Ganie, in the Parish of Drumblade, and county of Aberdeen, in Scotland; that each of said witnesses was by us carefully examined, cautioned, and sworn to testify the whole truth in answer to the interrogatories annexed to said commission; that the answers of each of said witnesses to the interrogatories aforesaid were made in our presence, and the deposition of each of said witnesses was by the said William Murdock, one of the said commissioners, reduced to writing in our presence, and in the presence of the said witnesses, and after carefully reading the same to the said witnesses, they subscribed the same in our presence. We have retained the said depositions in our possession for the purpose of sealing up, directing, and forwarding the same with our own hands to the court for which the same were taken. We further certify that we are not, nor is either of us, of counsel or attorney to either of the parties in said depositions and caption named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof we have hereunto set our hands and seals.

[L. S.] JOHN FORBS, *Com'r.*
[L. S.] EDW'D MORTIMORE, *Commissioner.*
[L. S.] WM. MURDOCK, *Commissioner.*

Postages and commission fees in taking the above depositions, they having been absent from home two days in taking this commission, travelling expenses, &c., twelve pounds twelve shillings sterling, which the clerk will please tax accordingly.

JOHN FORBS, *Commissioner.*
EDW'D MORTIMER, *Commissioner.*
WM. MURDOCK, *Commissioner.*

Record of baptisms, referred to in foregoing depositions.

"August 7th, 1810. Mr. William Rainey, schoolmaster at Drumblade, had a son by his wife Mary Taylor, baptized named William; Mr. Ellis, minister at Culsalmona, and Mr. Gordon, minister at Drumblade, witnesses."

"May the 31st, 1812. Mr. William Rainey, schoolmaster of Drumblade, had a son by his wife Mary Taylor, baptized named Alexander; Mr. George Gordon, *mare* of Drumblade, and Samuel Taylor, in Muckletown of Lessendrun, witnesses."

"March 8th, 1815. Mr. William Rainey, schoolmaster of Drumblade, had a daughter by his wife Mary Taylor, baptized named Elizabeth; Mr. Allerdyse, minister of Forgue, and Samuel Taylor, in Lessendrum, witnesses."

The above are all extracts verbatim from the kirk session register of births and baptisms of the parish of Drumblade, this first day of April, eighteen hundred and forty.

By GEORGE R. DAVIDSON, *Min'r pro Cl'k.*

Mains of Newton Ganie, parish of Drumblade, and county of Aberdeen, Scotland, the first day of April, one thousand eight hundred and forty years.

What is contained on the preceding page is one of the extracts or copies from the register of baptisms of the parish of Drumblade, referred to in our deposition this day.

ALEXANDER CHRISTIE.
JAMES MAIR.
GEORGE CRUICKSHANK.

JOHN FORBS, *Commissioner.*
EDW'D MORTIMOR, *Com'r.*
WM. MURDOCK, *Commissioner.*

"April 21st, 1804. Samuel Taylor, in Muckletown, of Lessendrun, had a daughter by his wife Isabel Lawson, baptized named Elizabeth; Samuel Taylor, in Dromdollo, and George Lawson, in Muckletown, witnesses."

"February 12th, 1806. Samuel Taylor, Muckletown, of Lessendrum, had a son by his wife Isabel Lawson, baptized named William; Samuel Taylor, in Drumdollo, and George Lawson, in Muckleton, witnesses."

"23d February, 1808. Samuel Taylor, in Muckletown, had a son by his wife Isabel Lawson, baptized named George; Samuel Taylor, in Drumdollo, and George Lawson, in Muckletown, witnesses."

"25th February, 1810. Samuel Taylor, in Muckletown, of Lessendrum, had a daughter by his wife Isabel Lawson, baptized named Elspet; George Lawson and John Murray there witnesses."

The above are all extracted baptisms from the kirk session record of births and baptisms of the parish of Drumblade, this 1st day of April, 1840.

By GEO. R. DAVIDSON, *Min'r pro Cl'k.*

Mains of Newton Ganie, parish of Drumblade, and county of Aberdeen, Scotland, the first day of April, one thousand eight hundred and forty years.

What is contained in this and the preceding page is one of the extracts from the register of baptisms of the parish of Drumblade referred to in our depositions this day.

ALX'R CHRISTIE.
JAMES MAIR.
GEORGE CRUICKSHANK.

JOHN FORBES, *Commissioner.*
EDW'D MORTIMORE, *Commissioner.*
WM. MURDOCK, *Commissioner.*

The dep. of Jas. Durno.

UNITED STATES OF AMERICA,
State of Missouri, city of St. Louis, ss:

Be it remembered that, on this third day of June, in the year of our Lord eighteen hundred and forty, before one John F. Darby, mayor of the city of St. Louis, in the State of Missouri, and chief executive officer of said city, personally appeared James Durno, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the District Court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said James Durno, being by me first carefully examined, cautioned, and sworn to testify the whole truth, did depose and say: That, about the latter end of May, in the year one thousand eight hundred and thirty-seven, he accompanied William Primrose, then the agent of, and now one of the complainants in, the above cause, from Decatur to Lauderdale county, in the State of Alabama, for the purpose of introducing him to Samuel Savage, father of defendant in the above cause, and then only surviving executor of Wm. F. Taylor, deceased, as the special agent of the heirs of said W. F. Taylor; and that, on or about the second day of June, they arrived at the residence of said Samuel Savage, to whom witness did introduce said Primrose as agent as aforesaid.

Witness says further, that he was present during several hours' conversation between the said Primrose and said Savage respecting the management and settlement of the estate of said W. F. Taylor, deceased, of which said Savage was the surviving executor; that said Primrose interrogated said Savage especially respecting a tract of land in the State of Kentucky which belonged to the estate of W. F. Taylor, and about which a lawsuit had been pending many years ago; to which interrogatories said Samuel Savage answered, that the suits were never ended; that the lands were of little value, and never could have been recovered, or made available to the estate, and that he had long since given them up as entirely hopeless.

Witness further says, that said Primrose continued to press his interrogatories respecting said lands, and asked whether it did not come in the knowledge of him, said Savage, that the suits had been ended, and judgments recovered in favor of the estate of said W. F. Taylor; and that portions of said lands had been afterwards sold and conveyed, by the executor, or some of them. To which said Savage answered, with great boldness, that the suits were never ended, and that it was impossible the lands ever were or could have been sold without his knowledge. Said Primrose then put the direct question, whether said Savage had himself sold

and conveyed a portion of said lands in the year 1818? To which said Savage answered, in the most solemn manner, and repeated his answer with much firmness, that he had never sold one foot of the land, nor had he ever been in Kentucky after the year 1816; that in said year he had told Samuel Taylor, the brother of said Wm. F. Taylor, that he considered these lands hopeless, and would take no further step in relation to them. After which, he never did go to Kentucky, nor enquire anything further in relation to them; and he repeated that the lands were not worth enquiring after, and it would be great folly in the heirs to give themselves any further trouble in relation to them. That, at this period of conversation, said Primrose put into the hands of said Savage two documents, purporting to be copies of conveyances from the records of Kentucky of portions of said lands that had been sold by Savage in 1818, and asked him whether he had made such sales and conveyances. When, after much seeming confusion and surprise, he answered that he had made such conveyances, and that he was in Kentucky in the year 1818; but that he had never got one cent of money for these lands; that he only got one old negro woman, who had died soon after.

Said Primrose then put many other interrogatories respecting the estate of W. F. Taylor, in Carolina, &c., to which said Savage was entirely unable to give satisfactory answers: the amount of what he said after this being principally that he was not guilty of fraud, that he had never pocketed a cent of the heirs' money, and that his character was above any such suspicion; yet he did express a strong desire to have the matter settled in his lifetime, and asked said Primrose, with much earnestness and anxiety, what course he meant to pursue in relation to it. When said Primrose, after deliberating, offered to submit his whole management and acting as executor on said estate to the judgment and determination of mutual arbitrators, and to go into bond—to be bound by the decision of such arbitrators. To this proposition said Savage seemed inclined to acceed; but said he did not like to sign bonds. He asked if said Primrose would be satisfied with merely a reference of the Kentucky lands; and then asked for time to advise in relation to such arbitrators. To which said Primrose replied, that he would include in such arbitration all his acts as executor, and would give him forty days to consider on it, and determine whether he would accept of the proposition, and settle in this way to avoid suit. To this Mr. Savage replied, that he would advise and determine within the time named, and would make known his determination to Col. J. W. McClung, the counsel of said Primrose, in Huntsville, Alabama.

Witness further states, that said Savage concealed and denied, with much promptness, his sale of the said Kentucky lands until the production of said deeds by said Primrose; when he said, "you have got the advantage of me, you have been in Kentucky and I

did not know of it;" and that George M. Savage, the defendant in the above cause, was present during the greater portion of the interview between said Savage and said Primrose.

Witness further states, that he personally knows, and is well acquainted with, William Primrose, one of said complainants in the above entitled cause, and that he has always known him to be a native of the adjoining county where said deponent was born; that said Primrose is an alien, a native-born citizen of Banffshire, in Scotland, from which place he emigrated to the United States in the year of our Lord eighteen hundred and thirty-six, and that it does not consist with the knowledge of this deponent to be able to state whether said Primrose has become naturalized in the United States or not.

JAMES DURNO.

Sworn to and subscribed before me this 3d June, 1840.

JOHN F. DARBY,
Mayor of the city of St. Louis.

The deposition of Willis Blanton.

UNITED STATES OF AMERICA, *State of Kentucky,*
County of Franklin, Town of Frankfort, ss:

Be it remembered, that on this 14th day of April, in the year 1840, before me, Henry Wingate, a justice of the peace in and for the county of Franklin, and State of Kentucky, duly commissioned, sworn, and acting as such, and by virtue of my said commission, a judge of the Franklin county court, in the State aforesaid, personally appeared Willis Blanton, esq., a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Willis Blanton being by me first duly and carefully examined, cautioned, and sworn to testify the whole truth, did depose and say, as follows: That he has been the surveyor of Franklin county upwards of twenty-five years, during which time he has surveyed a great quantity of land in the adjoining counties. That, in November and December, 1836, at the instance, and by the request, of William Primrose, as agent for the heirs of William F. Taylor, deceased, he made a re-survey of a tract of land in Washington county, known by the name of Broadhead's Tract, which patent called for 4,400 acres; but found said tract to contain 5,040 acres. At the same time, he made a re-survey of that portion of said tract embraced in two deeds, bearing date 21st July, 1818, made by Samuel Savage to Alexander McDonald and others, and to Zachariah Peters and

others; which said deeds call for 1,059 acres, but contain actually 1,414 acres, within the limits described in said deeds. The plat hereto annexed, and certified by the signature of this deponent, is a true representation of said lands. All of the original corners were found standing when said re-survey was made. That portion included with the red lines on said plat, represents the land sold by said Savage, as aforesaid. This deponent further says, that said tract of land is valuable, being very fertile soil, and well improved —it being thickly settled. In 1836, this deponent considered this tract of land worth $25 or $30 per acre. That portion sold and conveyed by Savage, is the richest soil on the tract, and lies better. I believe, that in 1818, it must be worth at least $10 per acre, agreeable to the average prices of lands in this State; and further this deponent saith not. WILLIS BLANTON.

[*For Plat, see original copy.*]

The above plat represents a tract of land surveyed for Daniel Broadhead, by virtue of military warrant, under the King of Great Britain's proclamation, dated in 1763, calling for 4,400 acres; but, by a re-survey made by me, in December, 1836, is found to contain 5,040 acres. That portion within the red lines above contains the lands sold by Samuel Savage, in July, 1818, and calls for 1,059 acres, but contains actually 1,414 acres, as ascertained by said re-survey made at the request of Wm. Primrose, as agent of the heirs of W. F. Taylor, deceased, by

WILLIS BLANTON, *S. F. C.*

FRANKFORT, 14*th April*, 1840.

The deposition of John Lowe.

UNITED STATES OF AMERICA, *State of Kentucky,*
Town of Springfield, and county of Washington, sct.

Be it remembered, that on this the 21st day of April, in the year 1840, before me, John B. Smith, presiding judge of the county court of the county of Washington, in the State of Kentucky, personally appeared John Lowe, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity in the district court of the United States, in and for the northern district of Alabama, wherein William Taylor, William Primrose and Eliza his wife, George Taylor, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Eliza-

beth Rainey are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said John Lowe being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say: That he has lived in Washington county, Kentucky, and on the tract of land known by the name of the Broadhead Tract, since the year 1795, (seventeen hundred and ninety-five,) or thereabouts; that some time about the year 1808, (eighteen hundred and eight,) suits in ejectment were brought in the General court at Frankfort, in the State of Kentucky, against the father of him, witness, and all the occupants on said tract, to the number of about thirty, by one William F. Taylor; that he, witness, acted as agent for a number of the occupants, in employing counsel and defending said suits, and thereby became well acquainted with the title under which both plaintiff and defendants claimed. The title of plaintiff was a conveyance from Daniel Broadhead himself, who was the original patentee. The title of the defendants was under a conveyance to Alexander and Richard McDonald, from one Jacob Bremner, calling himself the attorney of Daniel Broadhead. He acted under a general power of attorney, which was not recorded in Washington county, and his conveyance was of a subsequent date, by nearly ten years, to the conveyance from Daniel Broadhead, under which plaintiff claimed. The suits were continued until the January term, 1818, when judgments were recovered against all the defendants then on the land. Defendants, having purchased from Alexander and Richard McDonald, who held the whole tract under said conveyance from said Jacob Bremner, now returned on said McDonald for recourse; and, in order to quiet the possession of said defendants, who held warrantee titles, said Alexander McDonald, and one Zachariah Peter, went to the State of South Carolina, to Samuel Savage, the executor of William F. Taylor, who had formerly been in Kentucky attending to these suits, to purchase from said Savage the title of said William F. Taylor. There were seven defendants, to wit: William Willis, Elijah Whitten, William Peter, John Clark, Peggy Stalcup, Abner Short, and John Head, who had not purchased from said McDonald. They claimed under a survey of about 1,272 acres, in the name of John Gill, which laid partly within Broadhead's tract, but which was a junior patent to Broadhead's, and judgment was recovered against them at same time; with the others they formed part of the suits by William F. Taylor. On the return of said Alexander McDonald and Zachariah Peter from the State of South Carolina, it was represented so by them, and so believed by the defendants, that A. McDonald, on behalf of himself and the heirs of his deceased brother, Richard, had purchased or would be able to purchase, from the said Savage, the title of said William F. Taylor to all the land except that in the possession of the above mentioned seven defendants, which comprehended 1,000 (one thousand) acres, or thereabouts. Afterwards, and some time

in the summer of 1818, said Samuel Savage came to the State of Kentucky, where he remained but a short time, and made sales and conveyances of a portion only of the above mentioned lands. Defendants living on that portion not included in said conveyances by said Savage, nor included in the above seven under John Gill, among whom witness's father was one, were then informed by Alexander McDonald, and did believe, that he had agreed with said Savage for the whole, except that claimed under Gill, as aforesaid, and said Savage never called on said defendants, either to buy these lands from him, nor was ever any attempt ever made by Samuel Savage, or any attorney, to turn said defendants out of possession. This could easily have been done, as the said defendants took no steps after the judgments to protect themselves, other than their dependence on the warrantees of said McDonalds. Witness saw, and was with said Samuel Savage, on various occasions during his said visit to Washington county, in Kentucky. He had with him a son, named William F. Taylor Savage, whom he represented to witness, and the other occupants on said tract, as the heir of William F. Taylor's lands in the State of Kentucky. He said the said William F. Taylor had, by his will, left the said tract of land to his said son, and he was acting as the executor of said will in recovering the property in behalf of his said son. This was believed by witness, and the other occupants, to be the fact, nor did witness ever hear or know of any other heirs of said William F. Taylor, until informed by one William Primrose, in the fall of 1836, that there were heirs in Scotland. Said Savage appointed John Hughes, jr., then clerk of the circuit and county courts in and for said county of Washington, and State of Kentucky, as his agent to collect what remained unpaid of the price of the lands sold by said Savage. Witness does not know the considerations agreed for between said Savage and McDonald, nor does he remember the sums named in the deeds made for said lands; but he does know the fact to be, that said Savage received part in barter in negroes and horses; and he knows that some of the debtors for said purchase, were afterwards sued in the circuit court of this county, one of which suits, against the heirs of Richard McDonald, was settled by the sale of a negro man named Bob, who was well known to this witness. Said negro brought upwards of six hundred dollars. All the persons who purchased from Savage were good, and continued solvent; and witness has good reason to believe, that the full consideration agreed was paid by them to said Savage, or his agent. After judgments were obtained, execution issued, at the instance of said Savage, against some, if not all, of the aforesaid seven defendants who held under Gill. When said seven defendants enjoined and filed bills in chancery, to prevent Savage obtaining possession. Said bills were filed against Samuel Savage and the unknown heirs of William F. Taylor, and were attended to by this witness on the part of three or four of said seven. Said suits were not defended

by said Savage, or by any attorney on behalf of the heirs of said Taylor, and judgments were recovered about the year 1826 or 1827, by four of said seven, to wit: William Willis, John Clark, Margaret or Peggy Stalcup, and Abner Short, against said Savage and the unknown heirs of William F. Taylor. Said four possessions comprehended about six hundred acres. The remaining three of the seven did not recover judgments; nor were they, or any other occupants on the tract, ever disturbed in their possession by said Savage, or any agent of the heirs of William F. Taylor, until the appearance of said William Primrose in 1836, about the time judgments were recovered; and between that time and 1821, a claim was set up to a survey of about 10,000 (ten thousand) acres, in the name of one William Tinney; this survey covered a large portion of the Broadhead tract. About the same period a claim was set up to another survey or patent of about 2,000 (two thousand) acres, in the name of Gilbert Imlah, which also covered a considerable portion within Broadhead, at the least one thousand acres. The last mentioned two surveys covered the whole of Broadhead's, except about 1,000 (one thousand acres.) Said titles of both Tinney and Imlah were believed to be of no avail within Broadhead; but all the occupants in Broadhead's tract who had got titles from Savage, including those against whom judgments had been recovered at the suit of W. F. Taylor and others, who had squatted on it about this time, took shelter under Tinney and Imlah, whose title they purchased for from one to two dollars per acre, or thereabouts; some purchased Tinney's title as low as 25 cents per acre. Witness, whose father had then left the State, remained in possession of the land which had been formerly in possession of his said father, to which he had no title save possession, with the judgments hanging over him. Witness then purchased the title of Tinney to a part, and of Imlah to another part, and in each case he paid one dollar and half per acre. Those persons who had purchased and held the title of Samuel Savage, were covered both by Tinney and Imlah, to the amount of several hundred acres; but none of said persons within Savage's sale, as aforesaid, ever purchased from either Tinney or Imlah, nor did the agents of Tinney or Imlah ever sue out their title against any occupant within Broadhead's tract. William F. Taylor's title under Broadhead was never disputed after the first recovery of judgments as aforesaid in 1818, except in the cases before mentioned, of those who filed bills in chancery. It is well known to witness, and to all the settlers on Broadhead's tract, that if they had held W. F. Taylor's title, neither Tinney or Imlah could have ever dispossessed them, and they only purchased the said titles because they had no other. The deficiency of said titles is evident from the fact that both Tinney and Imlah covered the same portion of Broadhead's tract to an extent of over 1,000 (one thousand) acres; and the occupants on this 1,000 acres, who purchased the title of Tinney, were not disturbed by Imlah, nor were

those who purchased the title of Imlah disturbed by Tinney. And there are considerable portions within Broadhead that are covered by Tinney, which was never compromised with him, and for which he never sued. There are also considerable portions covered by Imlah which was never compromised, and for which he never sued. The whole of the occupants on Broadhead's tract, not included in the sales of Savage, as aforesaid, purchased in some way the title of either Imlah or Tinney, under which they held possession from about 1821 or 1822 until 1837, when they again purchased the title of W. F. Taylor, from his administrator, with the will annexed, for a small consideration. The successors of the before named four who obtained judgments as aforesaid against the unknown heirs of W. F. Taylor, for an amount of about six hundred acres, made no purchase from the administrator, with the will annexed, of W. F. Taylor, as aforesaid. There were other occupants on the tract, to the extent of upwards of 1,000 (one thousand) acres, that made no purchase of W. F. Taylor's title from said administrator, nor could the said administrator maintained suit against any of the occupants, because time for which William F. Taylor sued was thirty years, commencing in 1808, and the administrator on the estate of W. F. Taylor was granted in July, 1837, being within twelve months of the time when the lease between John Doe and Richard Roe expired, after which no suit could lie against the occupants for recovery under the aforesaid judgments. The Broadhead tract is a valuable tract and body of land rich, fertile, and well improved. There is not four thousand acres of richer land in one body in the whole county of Washington, and there are many plantations on it that could not be purchased at thirty dollars per acre. Witness judges the whole tract to be worth, and believes it would bring, twenty dollars per acre in cash, bad as the times now are. Witness is in the fiftieth year of his age, and has for the last thirty years of his life been versant with lands and land titles—perhaps more than than any other man in this county. Witness states, that he has no interest in the event of the suit between the aforenamed parties. The said Samuel Savage, while in the State of Kentucky in 1818, made no resurvey of the lands sold by him, nor were they advertised by him; it was a private contract between the parties, and witness believes neither of whom knew the amount of acres included in the sales. Witness believes the land in the boundaries, sold by Savage, were worth at that time from $8 00 to $10 00 per acre. The compromise made between William Primrose and the occupants, 1837, and which was concluded by a sale of W. F. Taylor's title by an administrator, with the will annexed, comprehended about three thousand acres, and the price agreed on was from fifty cents to three dollars per acre; none was over three dollars per acre, except a portion of the surplus contained within the limits of the deed by Savage. Those who did not compromise with said Primrose in 1837, will not now compromise any more, as they

rely on possession for so long a time under a colorable title, and on the fact that the demise of thirty years under which Wm. F. Taylor recovered being now expired, rendering it impossible for the heirs or administrators of Wm. F. Taylor to revive the said judgments. And further this deponent saith not.

JOHN LOWE.

The deposition of R. S. Mitchell.

UNITED STATES OF AMERICA, STATE OF KENTUCKY,
At the house of Jas. McDonald, in Washington county, sct.

Be it remembered, that on this the 23rd day of April, in the year 1840, before me, John B. Smith, presiding judge of the county court of Washington county, in the State of Kentucky, personally appeared Robert S. Mitchell, Milburne Hogg, John Spence, James McDonald, Jesse Peter, and Alexander McDonald, persons of sound minds and lawful ages, witnesses for the complainants in civil suit now depending in equity in the district court of the United States in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Robert S. Mitchel, Milburne Hogg, John Spence, James McDonald, Jessee Peter, and Alexander McDonald, severally being by me first carefully examined and cautioned and sworn to testify the whole truth, did depose and say: that he, the said Robert S. Mitchell, is forty-one years of age, was born and raised in Washington county, in the State of Kentucky; that he has known for more than twenty years the tract of land in said county known by the name of the Broadhead tract; that he has been a land surveyor for more than twenty years in this said county of Washington and the adjoining counties, and has surveyed on the Broadhead tract, with the quality of which he is well acquainted. The said Broadhead tract contained about four or five thousand acres, and is a valuable body of land; he considers it has been worth from fifteen to twenty dollars per acre as a whole tract, between now and the year 1837; he knows the portion of said land purchased by the occupants from Samuel Savage; it is by much the best portion in the tract; it is first rate land, and considers it is worth from twenty to twenty-five dollars per acre; said tract sold by said Sam'l Savage he considers was worth in the year 1818 from six to eight dollars per acre; witness was on the land, and saw Willis Blanton, while he was here, making a resurvey of said tract in the year 1836 or 1837, at the instance of one William Primrose. And further this deponent saith not.

ROBERT S. MITCHELL.

Deposition of M. Hogg.

And at same time and place he, the said Milbourn Hogg, did depose and say, that he is over seventy years of age, and has lived in the county of Washington, State of Kentucky, since about the year 1796. Soon after his coming to the county, and upwards of forty years ago, he settled on the Broadhead tract of land, under titles made by Alexander McDonald and Richard McDonald; said Alexander and Richard then owned the whole tract, by their purchase from the agent of Broadhead, to whom the land was granted, and they sold and settled much of it about this time. Many years afterwards suits were brought against us by one William F. Taylor, who got judgment against us, the occupants, about the year 1818. After judgments went against us, (Richard McDonald having previously died,) Alexander McDonald, and one Zachariah Peter, went to the State of South Carolina to purchase our lands from Samuel Savage, the executor of William F. Taylor, so as to confirm to us the warrantee titles we had from the said Alexander and Richard McDonald. When the said Alexander McDonald and Zachariah Peter returned from the State of South Carolina, they informed us that Mr. Savage was coming on to make titles to us, and in the following summer the said Samuel Savage did come on and make titles; a part of the purchase price was agreed to be paid by us, (the settlers,) and a part of it was to be paid by the said Alexander and the heirs of Richard McDonald, deceased.

Witness further says, that the portions were to be equal, and that the occupants were to pay one-half, and the said McDonald the other half of the price, said McDonalds having previously sold to them, and conveyed by deed of general warranty. Witness does not know or remember how much land the said Saml. Savage conveyed, nor does he know what was the price contracted for between him and the said Alexander McDonald and Zachariah Peter; but he knows that the amount promised by said Zachariah Peter and by this witness was paid to the said Savage, or to one John Hughes, jr., the agent of said Savage, and with whom the said Savage left the notes to be collected. One of said notes, amounting to the sum of four hundred and sixty-six dollars and 66⅔ cents, executed for said purchase by said Peter and this witness, and marked A, and attached to and made part of this deposition, is the original note taken up by witness, and has remained in his possession up to this time. Another receipt for part of said purchase money, and which was given by Walter B. Diminett, the deputy sheriff at that time, for a note which was sued on, is also attached, and marked B, and is also made part of this deposition, and is the original receipt given by said Deminett, then deputy sheriff for Washington county, to this witness, and which he has kept up to this time. The amount of this last payment witness does not now remember, but thinks it was one hundred dollars, besides interest and costs. Witness saw

Samuel Savage, and his son William F. Taylor Savage, in Washington county, Kentucky, and in Springfield, the county town of said county. When he made the deeds for the land, said Samuel Savage then represented his said son to this witness, and the other occupants, as the heir of William F. Taylor's lands in Kentucky. Witness then believed, and ever after thought, that said Savage's son was the heir of said lands, until informed by one William Primrose, in the year 1836, that their were heirs in Scotland.

Witness further stated, that the land conveyed by Savage was neither surveyed or advertised by him. Witness thinks the contract was entered into by said Savage and McDonald and Peter, in South Carolina. There were other occupants upon the land that did not buy from said Savage; and he has never heard, nor does he believe, they were ever disturbed in their possession by said Savage, or any one claiming under him, until said Wm. Primrose set up claim to it in the year 1836 or 1837.

Witness further says, that the four hundred acres conveyed by Savage to Peter and others, on which witness lives, is covered by no other patent or claim; and he never heard of any other claim to it but Broadhead's, and William F. Taylor under him. It is a rich and fertile piece of land; considered it worth in 1818 about four or five dollars. Witness does not know what it is worth now, but has refused twenty-five dollars per acre for his. And further this deponent sayeth not.

MILBOURN HOGG.

(*The note marked A.*)

$466 66⅔.

On the first day of January next, we, Zacharias Peter and Milburn Hogg, his security, promise to pay to Samuel Savage, surviving executor of William F. Taylor, deceased, the just and full sum of four hundred and sixty-six dollars sixty-six and two third cents, value received.

Witness our hands and seals this 21st day of July, 1818, at Springfield, Washington county, Kentucky.

Teste: JOHN HUGHES, Jr.

(*Receipt marked B.*)

Rec'd of Millburn Hogg and John Peter, the full amount of an ex'ion issued from the clerk's office of the Washington circuit court, in the name of Sam'l Savage, agent therein, this 12th August, 1822.

W. B. DUMINETT, *D. S.*
For D. CLEAVOR, *S. W. C.*

The deposition of Jno. Spence.

And at the same time and place the said John Spence did depose and say: that he has lived in Washington county, in the State of

Kentucky, about fourteen years, during which period he has done considerable business in buying and selling lands; he knows, and is well acquainted with Broadhead tract (so called) ever since he came to the county; he has lived in the neighborhood of it; witness says it is a valuable body of land, he does not know a better survey of land in the said county of Washington, taking it all together; it is rich, fertile, and well improved; he considers it worth at any time since 1836, to this time, eighteen dollars per acre on an average; he is also well acquainted with that portion of said tract sold by Samuel Savage in the year 1818, being nearly related to some of the occupants; said portion is much the most valuable portion of the tract, and is worth, in the opinion of this witness, twenty-five or twenty-six dollars per acre; and further this deponent saith not.

JOHN SPENCE.

The deposition of J. McDonald.

And at same time and place, the said James McDonald did depose and say: that he is a native citizen of Washington county, in the State of Kentucky; witness is about forty-three years of age, and has served as a member of the House of Representatives three years, and in the Senate of Kentucky four years; witness says that he is one of the heirs of Richard McDonald, deceased, and is one of the persons named in the deed made by Samuel Savage to Alexander McDonald and others, on the twenty-first day of July, 1818; witness says that the heirs of Richard McDonald did not then live on the Broadhead tract, nor did they live on it at the time judgments were recovered by William F. Taylor; they joined with their uncle, Alexander McDonald, in the purchase from Samuel Savage, to secure the occupants against whom judgments were recovered at the suit of William F. Taylor, because a number of said occupants held the warrantee titles of their father, and said uncle, said Alexander McDonald, and the father of witness had purchased the whole Broadhead tract from one Jacob Bremer, who called himself the agent or attorney of Daniel Broadhead, the original patentee; but it was afterwards proved, that the said attorney had no legal right to sell, and the title made by him to the father and uncle of this witness, was that under which the largest number of the defendants held, when judgments were recovered as aforesaid; witness believes, and has always understood, that William F. Taylor recovered judgments for the whole tract, but there were some of the defendants on the south end of it that did not claim under the father and uncle of witness, they had previously settled under some other title; that the full consideration agreed on between Samuel Savage and the persons to whom he sold was paid, witness has every reason to believe, from the fact, that all the persons were good solvent men, and continued to be so; and witness knows, and well remembers the fact, that a negro man named Bob, belonging to the estate of his father, was sold for about six hundred dollars, which was

applied to the payment of that portion of the purchase money due by said heirs of his father; witness also remembers one Helm, an agent of Samuel Savage, coming here from Tennessee, on one occasion, and one Dickey, coming on one other occasion; said agents got some two or three horses, and witness has always understood and believes, said Savage or his agent also got some female negroes in the payment of said purchase from his uncle, James McDonald, who lived in Tennessee; witness has understood since, from information which he cannot doubt, that the final balance of said consideration was paid to Samuel Savage by his uncle, James McDonald, who lived near Mr. Savage, in Tennessee; witness well remembers Samuel Savage, and his son, William F. Taylor Savage, when in Washington county, Kentucky, in the year 1818; Savage then represented his son as the heir of William F. Taylor's land in Kentucky, and witness, as well as all the occupants believed, that he was in fact the heir, until the year 1836, when one Primrose came to this county and made claim to the land on behalf of the heirs of Taylor; until then, witness knew nothing of Taylor's having any heirs in Scotland, or any where else. Broadhead's title, under which W. F. Taylor claimed, was always considered good, and so far as known to witness, never was disputed, nor was judgment ever obtained against any claim under it; witness knows that many against whom judgments were recovered as aforesaid, afterwards endeavored to shelter themselves by purchasing under other claims; witness knows that a survey or grant in the name of Imlah, and another in the name of Tinney, covered portions of Broadhead's tract, and that the occupants against whom judgments were recovered, purchased or compromised their titles for a very small consideration, to shield themselves from the judgments as aforesaid; Imlah's grant covered a portion of that sold by Savage, but those who held Savage's title did not compromise the said Imlah claim, nor were said occupants ever disturbed in their possession by the agents of said Imlah. The titles of Imlah and Tinney witness never examined into, but he knows that they were not of the same, or so good a character with Broadhead, and he believes those who took shelter under them knew this to be the fact; the agents who sold or compromised them knew this also, and therefore they never sued or attempted to sue out their title within Broadhead's; witness has always considered the Broadhead tract as a valuable body of land, is not aware of any body of land of five thousand acres more valuable in this county; in the year 1818, he judged it worth from five dollars to ten dollars per acre, and since the claim of William Primrose on behalf of William F. Taylor's heirs has been set up, it would have brought from twenty to thirty dollars per acre if sold at fair sale; witness does not know how much said Primrose compromised in the year 1837, he believes about three thousand acres, some of it as low as 50 cents per acre, and none that witness knew of above three dollars per acre, except some sur-

plus lands within Savage's sales; witness took some interest in having the matter compromised between the settlers and said Primrose, and took the advice of several of the most eminent legal gentlemen in Kentucky, as to the validity of the claim set up by Primrose in behalf of Taylor's heirs; they all concurred in the opinion that W. F. Taylor's title was good, and *and* that if said Primrose had come a few years sooner, he could have recovered the land or the value of it, but at the time he came to this country there were only a few months of the demise under which the judgments were recovered to run, after which said judgments could not be revived, and the parties occupant having had peaceable possession under other titles for so long a time, they could not now be ejected from the land; witness believes that this is the reason why Primrose compromised for so little money, and also the reason he did not bring suits against those who have not compromised; witness has no interest in the event of the said suit between the parties; and further this deponent saith not.

JAS. McDONALD.

The deposition of Jesse Peter.

And at the same time and place the said Jesse Peter did depose, and say: that he is about seventy years of age, that he emigrated from the State of Virginia about the year 1796, and about three years thereafter bought a possession on the waters of Longlick creek, in the county of Washington, in the State of Kentucky; said possession he purchased under titles made by Alexander and Richard McDonald, it was a portion of the Broadhead tract which they then owned and were settling; witness has lived on the same possession ever since 1811, and has owned it ever since 1799. He is one of those against whom judgments were obtained at the suit of William F. Taylor, during the time the suit was pending. Samuel Savage came to Frankfort to attend to the suit, and many of the settlers went along with this witness to Frankfort, and spent several days with said Savage endeavoring to compromise, but were not able to effect it. After judgments were obtained, Alexander McDonald and Zachariah Peter went from Washington county, Kentucky, to the State of South Carolina to purchase, and did settle a price for the land of witness and some others, how many witness does not know, nor does he remember the consideration agreed on for said purchase; witness saw said Samuel Savage about the time he is said to have been here with his son, but does not remember to have seen his said son; but witness remembers well hearing Savage say, that William F. Taylor had left his Kentucky lands to his said son, because he was named William F. Taylor Savage after him, the said Taylor, and all the occupants thought it was so; the Broadhead title has never been disputed to said land, and witness has always understood that William F. Taylor's title was the only one ever made by Broadhead; witness was never disturbed in his

possession from the time Alexander McDonald and Zachariah Peter returned from South Carolina, until in the year 1836, when one William Primrose on behalf of the heirs of William F. Taylor set up a claim; and further this deponent saith not.

JESSEE PETER.

Deposition of A. McDonald.

And at same time and place, the said Alexander McDonald did depose and say: that he is about seventy-six years of age, that himself and his brother Richard emigrated from the State of Virginia, about the year 1790, and settled on the waters of Longlick creek, in the county of Washington, in the State of Kentucky; that afterwards, about the year 1793 or 1794, he and his said brother Richard purchased jointly a tract of land of four thousand four hundred acres, known by the name of Broadhead's survey; said purchase was made from one Jacob Bremer, calling himself attorney or agent for Daniel Broadhead, to whom the land was originally patented; said Jacob Brimner had a general power to sell all the lands belonging to Daniel Broadhead in Kentucky; this power was recorded in the Nelson county clerk's office, but not in the Washington county clerk's office where the lands lay; witness and his brother got merely a deed of conveyance from said attorney, but never got any original papers; witness recorded said title when himself and brother proceeded to settle the land, and in a few years had sold and settled a large portion of it, for which they give general warrantee titles; about the year 1808, suits were instituted in the general court at Frankfort, in the State of Kentucky, against the whole of the settlers then on Broadhead's tract, by one William F. Taylor, to the number of upwards of thirty; there were some few, perhaps six or eight, on the southwest end of the tract to whom witness never sold; they held under a survey by the name of Gill; the suits were continued until 1818, when William F. Taylor recovered against all of them on the tract, he having the prior right to Broadhead's patent under a conveyance from Broadhead himself some eight or ten years prior to the deed by Broadhead's attorney, under which this witness claimed; witness, and the heirs of his brother Richard, then deceased, had incurred considerable liability from the fact of their having given general warrantee titles to many occupants; on which account, witness and one Zachariah Peter went to the State of South Carolina, to Samuel Savage, the executor of the will of William F. Taylor, and did purchase from said Savage all the lands that witness considered himself bound to redeem, to the persons to whom he had formerly sold for the consideration of two dollars per acre, after which Samuel Savage came to the State of Kentucky, and made titles to said land; witness does not remember the manner in which the purchase money was paid, but he is well aware of the fact that no part of it remains due, the final balance due on the part of this witness having been paid by

the two sons of this witness, John and Edward, who lived in Tennessee, near the place where said Savage lived; the said sons of witness had a tanyard there, and the balance of the said purchase money was paid in horses, leather, and specie.

While witness was in South Carolina, he had much conversation with Sam'l Savage, who informed witness that he had been raised by William F. Taylor, and was a store boy with him, and continued with him until about the time of his marriage. That all he was then worth had come through said William F. Taylor, and that he had transacted much business for him, said Taylor.

Witness was told by Savage that he had a son whom he named after William F. Taylor, and to whom said Taylor had left, by will, his Kentucky lands. Savage promised witness to bring on to Kentucky the will and his documents, and convey the land according to law; but he came to Kentucky without any such papers. So far as witness knows or believes, Savage made and acknowledged the deeds at Springfield, where he promised to record all his powers. Samuel Savage spoke much and very highly of W. F. Taylor; said he was a perfect gentleman and very rich, and a man of large property. He said if witness had gone to W. F. Taylor in his lifetime, he would have made a better bargain than to stand so long a suit, and lose his land after all; and that much money had been spent on both sides.

Witness was the first settler on Longlick, and soon after purchased Broadhead's tract, which has proved itself ever since to be a good title. Witness thought that it was good when he first settled it, and if he had have got the original conveyance from Broadhead, no other title would have dispossessed him. There was much land within Broadhead's tract that Mr. Savage could have taken possession of, while he was here in 1818, had he chosed so to do, but he was here only a short time. His son, William F. Taylor Savage, was here with him. While in the State of South Carolina, Samuel Savage said to witness that William F. Taylor had some heirs in Scotland, in behalf of whom he had secured the money of William F. Taylor; and he distinctly recollects that he, the said Savage, stated that said heirs could not inherit lands in the United States, because they were aliens, and the lands were left to his son as aforesaid.

Witness says that he has no interest in the event of this suit—and further this deponent saith not.

ALEX'R McDONALD.

The dep. of Z. Peter.

UNITED STATES OF AMERICA,
State of Illinois, city of Springfield.

Be it remembered, that on this eighth day of June, in the year 1840, before me, Thomas C. Browne, one of the judges of the Supreme Court of the State of Illinois, personally appeared Zacha-

riah Peter, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the District Court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Zachariah Peter being by me first carefully examined and cautioned, and sworn to testify the whole truth, did depose and say: That he is about fifty-eight years of age. That he lived in Washington county, in the State of Kentucky, upwards of twenty years, and on the tract of land known by the name of Broadhead's tract. That he is one of the persons against whom judgment *were* recovered, at the suit of William F. Taylor, and that he is the person who accompanied Alexander McDonald from Kentucky to South Carolina, about the year 1817. That the object of said visit to South Carolina was to see Samuel Savage, executor of the will of the said William F. Taylor, deceased; and to purchase from said Savage a portion of the said lands in Kentucky, which had been recovered by him as executor of William F. Taylor as aforesaid.

Witness says that the suits for said lands were commenced by William F. Taylor in his lifetime, and after his death were prosecuted by said Samuel Savage, as executor. That during the pendency of said suits, witness, with said Alexander McDonald and other settlers, had met said Savage at Frankfort, Kentucky, where they attempted to compromise, but were not able to effect it. That afterwards judgments were recovered against all the settlers, after which witness and Alexander McDonald went to South Carolina as aforesaid.

Witness *witness* says that he remembers well, on the occasion of his being at the house of Samuel Savage, in South Carolina, said Savage then stated to witness, and to said Alexander McDonald, that he had the sole control and management of the estate of said William F. Taylor; that there had been other executors appointed in the will, but they, having no interest, had committed the whole to him. He also stated that his son, who was named William F. Taylor Savage, was the heir of the whole estate; that he, the said Samuel Savage, was a poor boy, taken in and brought up by the said William F. Taylor, through whom he said he had got all he possessed, (or words to that effect.) He also said that William F. Taylor was a man of large property; that the Kentucky lands was but a small part of his estate, and that the whole was left to his son. He also said that William F. Taylor had no legal heirs, and that, as a reward for his faithfulness in moneying for him, he, the said Taylor, had made his said son a fortune. Witness remembers having made the remark, "that it was better to be born lucky than rich." Said Savage spoke of William F. Taylor in the highest

terms, not only as a man of great wealth, but as a perfect gentleman. He said that he, the said Taylor, had acted towards him, the said Savage, as a father.

Witness says that after this, and about the month of July, 1818, said Savage came to the State of Kentucky, and conveyed a portion of said lands to witness, and to said Alexander McDonald and others; and on this occasion he had with him his son and reputed heir of William F. Taylor as aforesaid, and said to witness and the other settlers that it was a fortunate thing for them that he was the executor and his said son the heir, or else they, the said settlers, could not have got such a favorable settlement.

Witness further says, that on all occasions, first at Frankfort and then in Carolina, and then again in Washington county, Kentucky, said Savage continued to talk of and dwell on the largeness of the estate of the said William F. Taylor, and the wealth that had come to him thereby, as well as the fortune his son had come into possession of. From the manner in which he spoke, and his representing the Kentucky lands as such a small portion of the estate, witness believed and was under the impression that the amount of W. F. Taylor's estate which had come to said Savage and his said son, could not be less than one hundred thousand dollars, and might be a great deal more. Witness believed, from the language used by said Savage, that he could not have meant to convey the idea of a smaller amount, but he does not remember his naming any sum. Witness [says] he never knew or heard of any other heir of said W. F. Taylor than said Savage and his said son; that soon after this he left the State of Kentucky, and about two or three years ago was informed, by some means, that *their* were heirs of the said William F. Taylor, from Scotland, enquiring after the estate. Witness says there were between four and five thousand acres in said Broadhead's tract—it was a valuable body of land; that, in 1818, there were plantations on it that could not have been purchased for twelve dollars per acre; that his opinion of the whole tract is, that it was then worth, and would have brought, eight dollars per acre on an average. Witness has not lived in Kentucky for upwards of twenty years, and does not know its present value.

ZACHARIAH PETER.

Dep. of R. Mitchell.

UNITED STATES OF AMERICA, *State of Kentucky,*
Town of Frankfort and county of Franklin, ss:

Be it remembered, that on this the 12th day of December, in the year of our Lord 1840, before me, Henry Wingate, a justice of the peace for the county aforesaid, personally appeared Robert Mitchell, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the District Court of the United States, in and for the northern district of Alabama,

wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said Robert Mitchell, being by me first carefully examined, cautioned, and sworn on the holy evangelists of Almighty God to testify the whole truth, did depose and say as follows, to wit: That he has resided in, and been surveyor of land in, the county of Washington and State of Kentucky, for upwards of sixteen years last past; that he is well acquainted with the tract of land in said county and State, known by the name of Broadhead's tract, and that he has already made a deposition as to its value, in the above named cause.

Said witness further says, that he knows well and has surveyed a tract of land, part of the aforesaid Broadhead's tract, formerly owned by William Peter, against whom, as he is informed and believes, a judgment in ejectment was recovered many years ago, at the suit of William F. Taylor. That said tract was occupied by Stephen Jones in December, 1836, about which time, as he is informed and believes, a writ of sci. fa. was served on said Jones and others, at the instance of the heirs and devisees of said William F. Taylor, for said tract of land, which said tract contained something less than one hundred and seventy-five acres; and that it is the same tract of land for which judgment was recovered against William Peter as aforesaid.

This deponent further states, that he is well acquainted with another tract of land, part of the first named tract, formerly owned by Bigger Head, against whom, as he is informed, judgment was also recovered, at the suit of William F. Taylor as aforesaid. That said tract was occupied by Henry Brown in December, 1836, about which time, as he is informed, a writ of *sci. fa.* was served on said Brown and others, at the instance of the heirs or devisees aforesaid; and that this last named tract, thus sued for, contains something less than one hundred acres, it being the same tract which was owned by Bigger Head aforesaid, and for which judgment as aforesaid was recovered, at the suit of said heirs and devisees. And further this deponent saith not.

ROBERT MITCHELL.

Dep. of Jas. McDonald.

UNITED STATES OF AMERICA,
State of Kentucky, county of Washington, ss:

Be it remembered, that on the day of February, in the year 1841, before me, a judge of the county court of the county of Washington and State of Kentucky, personally appeared James McDonald, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the District

Court of the United States, in and for the northern district of the State of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, ex'r of Samuel Savage, dec'd, is defendant; and the said James McDonald, being carefully examined and cautioned, and sworn to testify the whole truth, did depose and say: That he is one of the heirs of Richard McDonald, dec'd, against whom judgments were recovered, at the suit of William F. Taylor, for the Broadhead tract of land, in 1818. That neither this witness, nor any of the other heirs of said Richard, were ever in possession of any of the land in dispute. Said heirs and their uncle, Alexander McDonald, were made joint defendants with the occupants in many of said suits, because said occupants claimed under a purchase from their father and their said uncle, under their purchase from Richard Breckmer, the att'y in fact of Daniel Broadhead. That the only claim said heirs ever had to said lands was derived through the aforesaid purchase of their father and *there* uncle, and their interest was entirely taken away and lost by the judgments recovered by W. F. Taylor in 1818. That neither the witness, nor any of the said heirs, ever received, either directly or indirectly, any compensation for, nor did they ever set up claim to, any lands within said Broadhead's boundary, since the same was recovered against them by the said Taylor in 1818, as aforesaid. And further this deponent saith not.

(Signed) JAS. McDONALD.

Deposition of Wm. Owsley.

UNITED STATES OF AMERICA,
State of Kentucky, town of Lancaster, ss:

Be it remembered, that on this nineteenth day of June, in the year 1840, before me, Joseph Eve, judge of one of the circuit courts in and for the State of Kentucky, having jurisdiction of common pleas, personally appeared William Owsley, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the District Court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said William Owsley being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say, that in 1837, he was the legal adviser of William Primrose, who was at the time acting as the agent and attorney in fact, for the heirs of Wm. F. Taylor, deceased, and that, as adviser, he recommended to said Primrose, to compromise the claim of said heirs with the occupants to a tract of

land in Washington county, State of Kentucky, and the compromise was accordingly concluded between the occupants and said Primrose, acting as agent for the heirs aforesaid, and reduced to writing by him, and executed by the parties in his presence, and he thinks witnessed by him, the witness. That he examined, satisfactorily, the title of said Wm. F. Taylor to the lands aforesaid, the actions of ejectments which had been brought, on his demise, in the general court of the State of Kentucky for the same, the judgments which had been rendered in said Taylor's behalf, in said ejectments, the sales which appeared to have been made by Samuel Savage, one of the executors of the will of said W. F. Taylor, of a part of the land, and other circumstances and facts bearing on the claim, &c.; and he, the witness, gave to said Primrose his legal opinion, in substance, as follows: That the title to the land, under which Wm. F. Taylor claimed, was originally valid, and, at the time the judgments in ejectment aforesaid were recovered, it was superior to any other adverse claim on the land of which he, the witness, had any knowledge or information, and that possession might and ought to have been obtained of the land, in behalf of said Taylor, under said ejectments, if the same had been prosecuted with due and proper attention and vigilance by those having the management of said actions; but it was the opinion of the witness, and he so advised said Primrose, that under the rules and principles of decision, settled by the supreme court of Kentucky, it would then be impracticable to recover the land, if the occupants availed themselves of the limitation of time, and resisted, as they might, and as they probably would, the recovery. That the occupants might easily protract any proceedings which might be instituted to revive the judgments which had been recovered in the ejectments aforesaid, until after the expiration of the demises laid in the declarations on ejectments aforesaid; and, unless the judgments could be revived before the expiration of the demises, there was, in the opinion of the witness, and as he advised said Primrose, no legal remedy by which the land could be recovered. That, according to the settled rule of decision by the supreme court of Kentucky, there can be no extension of a demise, laid in a declaration in ejectment, after judgment, and when the witness was first spoken to by said Primrose, in regard to said claim, it was too late to institute any appropriate original action for the land, on behalf of the heirs of Taylor, which would not, in the opinion of the witness, have been barred by the statute of limitations of Kentucky. The witness, therefore, in the faithful discharge of his duty, did recommend to said Primrose to accept any compromise that could be effected, and, particularly, he recommended the compromise above spoken of, as having been made and executed, not, however, as being any thing nigh an equivalent or adequate value of the land, but as so much which might otherwise be lost.

WM. OWSLEY.

The annual settlements of the executor, Wm. Ross.

(Annual settlements of the executor, William Ross.)

The State of South Carolina, by his excellency Patrick Noble, esq., governor and commander in chief in and over the State aforesaid.

Patrick Noble, to all to whom these presents shall come:

Know ye, that Oliver Towles, esq., whose seal and signature appear to his certificate, on the instrument of writing hereunto annexed, is, and was at the time of signing said certificate, judge of the court of Ordinary in and for the district of Edgefield, and State aforesaid, and as such, by law entitled to the custody of original wills and records of said court. Therefore all due faith, credit, and authority is, and ought to be, had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the ninth day of March, in the year of our Lord one thousand eight hundred and forty, and in the sixty-fourth year of the independence of the United States of America.

[L. S.]

By the Governor: M. LABORDE,
Secretary of State.

DR. *Estate William F. Taylor, in account current with Duncan Matheson, executor.* CR.

1811.			
Aug. 20	V	To cash paid Mason Garrett, per receipt	$ 3 25
" 27	V	Ditto Mr. Simpkins, for proving will, &c.	5 00
" 28	V	Ditto Peter Morrison, per receipt -	100 00
	V	Ditto Negro Silvia, per ditto - -	100 00
		Ditto Negro Jim, to pay expenses going to Abbeville for Mr. Savage -	1 00
" 20		Cash paid Rev. Mr. Green for attending the funeral - - - -	10 00
		Cash paid for a blank book - -	1 00
	V	Do. do. A. Spencer, per receipt -	6 18¾
" 30	V	Do. do. S. Porter, per do. -	60 00
" 31	V	Do. do. G. Hinton, per do. -	3 00
Sept. 5	V	Do. do. Harper & Matheson, per do.	38 50
" 4	V	Do. do. Z. Bell, per do. - -	5 00
" 11	V	Do. do. Martin & Mackie, per do.	6 56¼
" 23		Do. do. Postage of a letter - -	0 25
Oct. 1	V	Do. do. Josiah Gray, per receipt -	17 56¼
	V	Do. do. Jo. S. Cart - -	2 80
	V	Do. do. A. Watkins - - -	99 50
Oct. 23	V	Do. do. Peter Morrison - -	2,000 00

STATEMENT—Continued.

1811.			
Oct. 28		To cash paid Postage 2 letters - -	$0 56¼
	V	Do. do. F. Phinesey - -	61 87½
	V	Do. do. Wm. Bones & Co. - -	17 62½
	V	Do. do. Martin & Mackie - -	10 12½
" 26	V	Do. do. F. Phinesey - -	9 00
Dec. 21	V	Do. do. C. S. Buckle - -	14 00
1812.			
Feb. 17	V	Do. do. Peter Morrison - -	1,000 00
Mar. 16		Do. do. Postage of a letter - -	25
Aug. 29	V	Do. do. Mr. Simkins for 2 copies of will - - - - -	2 25
Sept. 4	V	Do. do. Negro Dick, per receipt -	100 00
	V	Do. do. Malone & Tanner, 9th Nov.	20 00
	V	Do. do. Jacob Bennet, ditto	6 37½
		Do. do. Postage 2 letters, 18th ditto	50
June 25	V	Paid the editor N.Y. Herald, per receipt	3 52
			$3,705 69½
		To com'ons on the within received and paid out, at 2½ per cent. - -	182 81
		WILLIAM ROSS, *executor for Duncan Matheson, executor* - -	$3,888 50½
1811.			
Aug. 28		By cash found in the iron chest - -	475 74
Oct. 23		Do. do. out of the bank - - -	2,000 00
Nov. 22		Do. do. dividends on 25 shares - -	125 00
Dec. 30		Do. do. of Jno. Fox, for 6 bushels wheat	6 00
Feb. 17		Do. do. out of the bank - - -	1,000 00
			$3,606 74

To cash paid out - - -	$3,888 50½	
By cash received - - -	3,606 74	
Due the executor - - -	$281 76½	

The within examined and sworn to the 30th March, 1813, and find vouchers for every item noted with the letter V, near the left hand margin. JNO. SIMKINS, *O. E. D.*

The within account current rec'd in the Ordinary's office, on the oath of Wm. Ross, executor, who was well acquainted with the transactions of this, which was done by Duncan Matheson, executor, deceased. JNO. SIMKINS, *O. E. D.*

D. Matheson, No. 1.

Dr. *Estate of Wm. F. Taylor, deceased, to Wm. Ross, one of the executors, contra.* Cr.

1811.			
Sept. 13	V	To cash paid Jno. Simkins, esq., O. E. D. for certificate of having qualified as	
1812.		executor, per receipt - -	$00 75
Feb. 24	V	To ditto paid Robert McCombs fifty dollars for his services as auctioneer at the sales of the estate for five days -	50 00
April 9	V	Paid Peter Morrison one thousand dollars, in of his legacy will'd him by Wm. F. Taylor - - -	1,000 00
May 22	V	Paid Robert Campbell one hundred dollars for his services as clerk at the sale of the dec'd Wm. F. Taylor's property	100 00
June 16	V	Paid B. F. Harris one dollar seventy-five cents, per receipt - - -	1 75
Aug. 31	V	Thirty-nine dollars and twenty-two c'ts, per receipt from Adams & Duyclick, for advertising property of the estate	39 22
Oct. 13	V	Cash paid John Simkins, esq'r, O. E. D. for certified copy of Wm. F. Taylor's will, one dollar $\frac{75}{100}$ - -	1 75
" 14	V	Cash paid Patrick McDowall, four hundred dollars, at his request, to enable him to go to Germantown to dispose of the property belonging to the estate of Wm. F. Taylor, in that place -	400 00
" "	V	Paid Silvia one hundred dollars, per receipt in full of her legacy from 18th August, 1811, to 18th August, 1812 -	100 00
Dec. 17	V	Paid Adam Hutcheson twenty-three dollars $\frac{55}{100}$, per receipt, for clothing for	
1813.		the negroes in 1811, in part - -	23 55
Jan. 22	V	Paid Hobby & Bemer for advertising, as per receipt, twenty-two dollars and seventy-seven cents - - -	22 77
Feb. 6.		Paid Jos. Hutchison five dollars and fifty cents for an error of 55 lbs. cotton in the weight of the forty bales sold at Campbletown at the sales of the estate	5 50
			$1,745 29
		To commissions on the within received and paid away, at 2½ per cent. -	192 90¾
			$1,938 19¾

WM. ROSS, *Ex'or.*

STATEMENT—Continued.

1812.		
Jan. 23	By cash received from Jno. Curry on the 21st inst. - - $1,37½	
	By ditto David Barnett 8,50 ——	$9 87½
Feb. 24	Wm. Pond, in part of his note, $10	10 00
Apr. 14	James Hunter, in part of his note, one hundred dollars - -	100 00
" 27	Lindzy Coleman, four hundred dollars, in part payment of Catlett & Micon's note - - -	400 00
" 30	Lewis Calfrey, sixty dollars, in part payment of his note due the estate	60 00
May 22	Duncan Matheson, three hundred and twenty-five dollars $\frac{28}{100}$, in full of his note with interest -	325 28
Aug. 24	from the bank of Augusta, eighty-seven dollars and fifty cents, being the dividend from the 20th November, 1811, to 20th May, 1812	87 50
" 31	Thirty-nine dollars wrote off the back of judgment obtained against George Adams, as payment of Adams and Duychie's account against the estate - -	39 22
Sept. 14	By cash received from Lindsey Coleman, seven hundred and eighty dollars, in full of Catlett and Micon's note due the estate,	
1813.	with interest - - - -	780 00
Jan. 30.	Rec'd from Joseph Hutchison thirteen hundred and ninety-seven dollars and sixty cents, in full for his bond due the estate, for purchase at the sale - - -	1,397 60
" "	For eight hundred and seven dollars and eighty-five cents received from Felix McKinne in full of his bond for purchases made by him at the sale - - -	807 85
" "	Received from James Gardner, one thousand and fifty-five dollars and eighteen cents, in full of his bond for purchases made by him at the sale - - - -	1,055 18
Feb. 2	Received from Lewis Calfrey, one hundred dollars, in part payment of his bond for purchases made by him at the sale -	100 00
" "	Received from William Pond, in part payment of his note, thirteen dollars -	13 00
Mar. 17	Received from Wm. Pond, thirteen dollars, in part payment of his note due theestate	13 00

STATEMENT—Continued.

1813. Mar. 23	Received from Isaac LaRoche, seven hundred and seventy-four dollars and fifty cents, in full of his bond, with interest, for a purchase made by him at the sale -	$774 50
		5,973 00½
	Paid out -	1,938 19¾
	Due the estate -	4,034 80¾

Examined vouchers for every item, except the five dollars and fifty cents, the 30th March, 1813. JNO. SIMKINS, *O. E. D.*

This account current rec'd in the Ordinary's office, on the oath of William Ross, ex'r., the 30th day of March, 1813.

JNO. SIMKINS, *O. E. D.*

Wm. Ross, No. 1.

Dr. *Estate of Wm. F. Taylor to Wm. Ross, contra.* Cr.

1813. Mar. 30	V	To cash paid Jno. Simkins, esq., O. E. D. for examining account current with the estate for last year - -	$1 75
May 28	V	Cash paid Dr. Watkins, per receipt, one dollar and seventy-five cents for medicine - - - - -	1 75
1814. Mar. 28	V	Cash paid A. Matheson, one of the adm'rs. of the estate of Harper and Matheson, ninety-nine dollars and six cents, per receipt - - -	99 06
			102 56
		To commissions on the within received and paid out, at 2½ per cent. -	58 04¾
			$160 60¾
		WM. ROSS, *Ex'or.*	
1813.		By balance, four thousand and thirty-four dollars $^{80}/_{100}$ - - - -	$4,034 80¾
April 9		By cash received from James Hunter, one hundred dollars, in part payment of his note due the estate - - -	100 00
May 28		By cash received from Thomas Gardner, fifteen hundred and fifty-eight dollars, in full of his bond for purchases made at the sale of the estate - - -	1,558 00

STATEMENT—Continued.

1813.		
	Interest on $1,558 for five months -	$45 43¾
June 29	Received one hundred and seventy-five dollars from the Cashier of the Augusta bank for the dividend of the 18th Nov., 1812, and of the 18th May last, on the twenty-five bank shares of the estate in said bank (*a* 3 50 per share) - - -	175 00
Dec. 9	Received eighty-seven dollars and fifty cents from the cashier of the Augusta bank for dividend of 18th ultimo, on the twenty-five bank shares of the estate for last six months, *a* 3 50 per share - -	87 50
"	Received from Fraser & Campbell twenty-eight dollars and fifty cents, nett proceeds of a cast iron chest belonging to the estate	
1814.	and sold by them - - -	28 50
Feb. 20	Received from James Hunter two hundred and twenty-five dollars, in part payment of his note due the estate - -	225 00
		6,254 24½
	Paid out -	160 60¾
	Due the estate -	$6,093 63¾

The within examined and sworn to the 4th day of April, 1814, and find vouchers for every item noted with the letter V, near the left hand margin.

No. 2. JNO. SIMKINS, *O. E. D.*

Dr. *The estate of Wm. F. Taylor, esq'r, dec'd., in account current with William Ross, contra.* Cr.

1814.			
April 5	V	To cash paid John Simkins, esq'r, O. E. D., one dollar and twenty-five cents, for examining the account current of the estate from the 30th March, 1813,	
1815.		to the 4th instant - - -	$1 25
Feb. 4	V	To cash paid, nine dollars and fifty-five cents, taxes on the estate's twenty-five shares in the Augusta bank - -	9 55
		Commissions on $279 $\frac{85}{100}$, *a* 2½ per cent	6 97½
		To balance due the estate - -	6,299 77
		Dollars -	$6,317 54

STATEMENT—Continued.

The within examined and sworn to the 5th of April, 1815, and find vouchers for the letter V. JNO. SIMKINS, *O. E. D.*

1814.		
April 4	By balance - - - -	$6,049 29½
May 30	By cash received, eighty-seven dollars and fifty cents, being dividend on the estate's twenty-five shares in the Augusta bank, from the 16th Nov. last, to the 16th inst. *a* $3 $\frac{50}{100}$ per share - - -	87 50
June 1	By cash received, ninety-three dollars and twenty-five cents, in full from James Hunter of his note with interest - -	93 25
1815.		
April 1	By cash received, eighty-seven dollars and fifty cents, for dividend on the estate's twenty-five shares in the Augusta bank, from the 16th May last, to the 16th Nov. last - - - - - -	87 50
	Dollars -	6,317 54
	By balance due the estate -	$6,299 77

CITY OF AUGUSTA, *4th April*, 1815.

Sworn to before me. JOHN WILLSON, *M. C. C.*
No. 3. WM. ROSS, *Ex'or.*

SOUTH CAROLINA, *Edgefield District.*

I do certify that the foregoing four instruments of writing contain true copies of the four original and only returns by William Ross and Duncan Matheson, executors of the estate of Wm. F. Taylor, deceased, now of record in my office; and I further certify that there is no return whatever by Patrick McDonald, executor of said estate, now of record in my office; I further certify that no bond was given to this court, or is on record in my office, by Samuel Savage, executor of Wm. F. Taylor, for the faithful execution of his trusts as such executor; neither the law of the State, nor the practice of this court, require bond from any executor under a will.

Given under my hand and private seal, (there being no seal of office,) this 4th day of March, 1840.

OLIVER TOWLES, [L. S.] *O. E. D.*

Deposition of Peter Bennoch.

UNITED STATES OF AMERICA,
State of Georgia, City of Savannah, ss:

Be it remembered, that on this 13th day of February, in the year 1840, before me, Levi S. D. Lyon, judge of the court of common

pleas and of oyer and terminer, for the city of Savannah, personally appeared Peter Bennoch, a person of sound mind and lawful age, a witness for the complainants in a civil suit now depending in equity, in the District Court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and he, the said Peter Bennoch, being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say: That he knew one William F. Taylor, a native of Scotland, who died in Edgefield district, South Carolina, about the year 1811; that he personally knew Duncan Matthewson, William Ross, Patrick McDowall, and Samuel Savage, the executors named in the will aforesaid [of] William F. Taylor; that the three former of said executors were residents in the State of Georgia, and the latter, viz: Samuel Savage, a resident of South Carolina. The said witness further says, that he knew William F. Taylor to be a man of considerable property, and was engaged in the business of planting and money lending; his domicile, plantations, negroes, and stock, &c., were in south Carolina, but he had, as he believes, money transactions and many debts due to him in the State of Georgia at the time of his death. The said witness further says, that he was well acquainted with all the executors, and nearly related to one of them, and he does not know or believe that either of the three first named, ever interfered with the management of said estate in South Carolina; on the contrary, he has always understood, and verily believes, that the estate of William F. Taylor, in South Carolina, was under the exclusive management of said Samuel Savage, except the collection of some notes given at the public sale of said estate, by citizens of Georgia. The said witness further says, that Duncan Matheson having departed this life soon after William F. Taylor, that the estate in Georgia was managed principally by William Ross, until he died; that the return of accounts, and notes, &c., in the hands of the said William Ross, as appears designated in exhibit P, appended to an office copy of defendant's answer to the original bill, now presented to this witness, and amounting to $13,645 65¾, are debts that were due to the estate of William F. Taylor by citizens of Georgia, which were collected and attended to by the said Willam Ross, until his death, which occurred while he was on a voyage to England, as witness believes, in the fall of 1815. That the notes remaining uncollected, together with books and papers of the estate of the said William F. Taylor, were afterwards, to wit: in the year 1816, delivered over by the executors of the said William Ross, to Patrick McDowell, the uncle of this witness, and then only surviving executor of William F. Taylor, in the State of Georgia. That the said books and papers remained in the hands of the said Patrick McDowell until his death,

which occurred in the year 1822; said books and papers afterwards came into the hands of this witness, who was the administrator of said McDowall, where they remained until the year 1839, when such of them as he required, were by this witness delivered to William Primrose, the agent of, and now one of the complainants in this cause. That among the books and papers, so delivered by this witness to said William Primrose, were the ledger and cash book of said William F. Taylor. That the ledger and cash book, now presented to this witness, and on which his name is written, are the same that were delivered by him to said William Primrose in 1839, and that they do not appear to have undergone any change since. Said witness further says, that he knows said ledger and cash book to be those of William F. Taylor, because [they are] in his handwriting, with which this witness is well acquainted, and because they were among the books and papers belonging to the estate of William F. Taylor, received by this witness, as administrator of said Patrick McDowall, who was executor of William F. Taylor; said ledger and cash book are certified with the name of this witness on the first page of each. This witness further says, that along with said ledger and cash book, he delivered to said William Primrose letters and papers belonging to the estate of William F. Taylor, some of which he believes were in the handwriting of said Samuel Savage. This witness further says, that he is informed, and verily believes, that one Samuel Taylor, said to be a brother of the said William F. Taylor, did, on or about the 2d of April, 1816, execute a letter of attorney to this witness and one Adam Hutchison, a copy, or what purports to be a copy, of said letter, he has also seen appended to said office copy of the answer of the defendant to the original bill; but this witness says expressly, that he never did accept the attorneyship and agency thereby given to him, and never performed any act whatsoever, under or by virtue of the said letter of attorney, which he considered invalid, the said Samuel representing, legally, no one but himself.

PETER BENNOCH.

Sworn to before me, this 13th day of February, A. D. 1840.
LEVI S. D. LYON,
Judge Court Common Pleas and Oyer and Terminer,
City of Savannah.

Extracts from cash book and leger, referred to in P. B.'s deposition.

(The following line is extracted from the cash book filed with, and referred to, in the foregoing deposition.)

By cash on hand, delivered to M. Matheson and M. Savage, executors - - - - - $681 75

(The following three lines are extracted from the ledger filed with, and referred to, in the foregoing deposition.)

Dr.	*Samuel Savage, esqr., (Abbeville,) contra.*	Cr.
1810, February 20, to amount 12 kegs tobacco, on commission, per receipt - - - - - -		$344 70
1811, February 5, to his note of this date, due 10 days after - - - - - - - -		445 00

Deposition of D. Bunch.

United States of America,
District of Georgia, City of Augusta, ss:

Be it remembered, that on this ninth day of March, in the year of our Lord eighteen hundred and forty, before me, John W. Walde, judge of the court of common pleas of the said city of Augusta, personally appeared David Bunch, John Wise, and George W. Morgan, persons of sound mind and lawful age, witnesses for the complainants in a civil suit now depending in equity, in the District Court of the United States, in and for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant; and the said David Bunch, William Samuel, John Wyse, Charles Lamar, and George W. Morgan, being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say as follows, to wit:

David Bunch says, I was acquainted with William Forbes Taylor in his lifetime, having lived with him three years next *proceeding* his death. I had charge of his fisheries at the mouth of Stephen's creek, on the Savannah river, and worked occasionally at the Carpenter's trade in his service. Said Taylor died in August, but I do not remember the year; his business was principally shaving notes and lending money. I had a pretty general knowledge of his business, he spoke freely to me of it. He generally had a good deal of ready money on hand, and did a good deal of business, seldom failing to lend to any applicant that complied to his terms. I knew Samuel Savage, the testator of the present defendant. I know that he took possession of the estate of William Forbes Taylor, in South Carolina, as his executor, and sold the same. He sold three plantations, one known as Somerville, another known as Squire Old's Place, and a third called the Garner Place, or Stephen's creek, together with the negroes and stock belonging to them. There was a good deal of uncultivated lands adjoining these places, being part of the same tract, which were also sold by the defendant's testator, Samuel Savage. William Forbes Taylor had a very considerable property in South Carolina; I was well acquainted with it, both before and after his death, and I am certain

that no one ever interfered with its possessions after his decease but Samuel Savage aforesaid. I was not generally acquainted with the debts due to the estate of William Forbes Taylor, but such was my situation in relation and neighborhood to the parties, that I should have probably known of any considerable failure in their collection, and I know of none. I knew Duncan Matheson, he died within twelve months after the sale of William Forbes Taylor's property by the executor; Duncan Matherson was present at the said sale. I knew that Samuel Savage, in his lifetime, was diligently employed in collecting the apcts. or effects of the said William Forbes Taylor's estate. I desire to be understood that the stock and negroes belonging to all the above-mentioned plantations were brought to Somerville, and there sold at public auction. William Forbes Taylor was known in the neighborhood as "*the banker.*"

DAVID BUNCH.

On the cross-examination, David Bunch says, I resided never nearer (to the best of [my] knowledge) than sixty miles to Samuel Savage, the testator of the defendant, whilst he was in the management of William Forbes Taylor's estate. I cannot specify any particular amount of money that I have seen at any one time in the hands of said Taylor. He had thirty some odd negroes, many of them small; his stock of hogs, horses, and cattle, was in proportion to the number of his negroes. I can name none of the debtors of William Forbes Taylor. The Somerville tract sold, according to the best of my recollection, for twenty-five hundred dollars; but I cannot remember what the other places brought.

DAVID BUNCH.

Sworn to and subscribed before me this 9th day of March, 1840.

JOHN W. WILDE, *Judge Com. Pleas.*

Dep. of Jno. Wise.

John Wise says, I was acquainted with Wm. Forbes Taylor, I knew him nearly fifty years ago, and until the time of his death, which occurred sometime about the year eighteen hundred and twelve or eleven. He was a merchant, and carried on an extensive business in tobacco; he also kept boats, and navigated the Savannah river: this was in the early part of our acquaintance, whilst he did business at Completon. I knew Samuel Savage forty years ago, he lived with said Taylor, did out-door business, was a poor young man, as far as I knew anything of him; he lived with said Taylor as long as he continued in the mercantile business, but how much longer, I do not know. Said Taylor was always a thrifty and prosperous man, always going up hill in his affairs, until his health declined, a year or two before his death.

JOHN WISE.

Sworn to and subscribed before me this 9th March, 1840.

JOHN W. WILDE, *Judge Com. Pleas.*

Dep. of G. W. Morgan.

George W. Morgan says, I am assistant book-keeper in the bank of Augusta, in this city, and have full access to all the books and accounts of that institution in which the personal amounts of the customers are kept; and having examined the same, from the commencement of the bank's business, in the year 1811 to the year 1820, I have ascertained that the annexed abstract, signed by me, contains all the entries of the transactions which occurred between the parties therein named, and the said bank of Augusta, so far as my careful examination will enable me to testify.

GEO. W. MORGAN.

Sworn to and subscribed before me this 9th day of March, A. D. 1840.

JOHN W. WILDE, *Judge Com. Pleas.*

Estate of W. F. Taylor.

1812.				1812.		
Oct. 13	To cash -	100		Sep. 14	By cash -	770
14	Do -	400				
19	Do -	150 60				
27	Do -	118 40				
		770				770

Samuel Savage.

1813.				1813.		
Jan. 21	To cash -	150		May 12	By cash -	1,600
1814.				1814.		
Nov. 2	Do -	4,000		April 9	Do -	3,450
1815.						
Feb. 8	Do -	900				
		5,050				5,050

Wm. F. Taylor.

1811.				1811.		
Oct. 24	To cash -	2,000		July 1	By cash -	3,000
1812.						
Feb. 17	Do -	1,000				
		3,000				3,000

Estate of Wm. F. Taylor.

1816.			1815.		
Mar. 4	To cash -	87 50	May 30	By cash -	87 50

GEO. M. MORGAN, *Ast. Book-keeper.*

The above is the abstract referred to by the witness Geo. W. Morgan.

J. W. WILDE, *Judge Com. Pleas.*

UNITED STATES OF AMERICA,
District of Georgia, city of Augusta.

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE and ELIZA his wife, GEORGE PORTER and ELSPET his wife, WILLIAM RAINEY, ALEXANDER RAINEY, and ELIZABETH RAINEY, complainants,
vs.
GEORGE. M. SAVAGE, executor of SAMUEL SAVAGE, deceased.
} *In equity.*

Notice to take dep. &c.

To William W. Holt, esq., attorney for George M. Savage, executor of Samuel Savage, dec'd, defendant in the above-stated case.

Sir, you are hereby notified that David Bunch, William Samuel, John Wyse, Charles Lamar, and George W. Morgan, will be examined *de bene esse* before me, at the city hall, in the city of Augusta, on Monday, the 9th day of March inst., at 3 o'clock in the afternoon, as witnesses for the above-named complainants, according to the act of Congress in such case made and provided. At which time and place you are entitled to be present, and to put interrogatories to the said witnesses.

Given under my hand this 7th day of March, in the year of our Lord eighteen hundred and forty.

J. W. WILDE, *Judge Com. Pleas.*

I acknowledge due and legal service of a copy of the above notification this 7th March, 1840.

WM. W. HOLT.

Dep. of Jas. Jackson.

The deposition of James Jackson, taken by consent of the counsel for complainants and defendants, to be read as evidence on the hearing of said cause.

The said James Jackson being duly sworn, says, that he [has] frequently seen the handwriting of the defendant's testator, the late Samuel Savage, of Lauderdale county. From his knowledge of

his handwriting of said Samuel Savage, deponent believes that the two letters here exhibited, and purporting to have been written by said Samuel Savage—one dated North of Ireland, February 21, 1811; the other dated South Carolina, Abbeville district, September 26, 1817, *and* in the handwriting of said testator.

JAMES JACKSON.

Sworn to and subscribed before me this 20 May, 1840.

D. FARISS, *J. P.*

May 20, 1840.

It is hereby agreed that the above deposition of James Jackson may be read as evidence on the hearing of the cause therein mentioned, and shall have the *the* same effect as if it had been regularly taken and sealed, and continued sealed until opened by order of the court.

A. WRIGHT, *for deft.* (For deft.)

Dep. of T. Kirkman.

TAYLOR RAINEY, and others,
vs.
SAVAGE'S, ex'r.

In the District Court of the United States for the northern district of Alabama, at Huntsville. The deposition of Thomas Kirkman, taken by consent of the counsel for complainants and defendants, to be read on evidence on the hearing of said cause.

The said Thomas Kirkman being duly sworn, says: that he is acquainted with the handwriting of the defendant's testator, the late Samuel Savage, of Lauderdale county, Alabama. From his knowledge of the handwriting of said Samuel Savage, deponent believes that the two letters now shown him, marked numbers 1 and 2, purporting to have been written by the said Samuel Savage, one bearing date north of Ireland, February 21, 1811; the other dated S. Carolina, Abbeville district, September 26, 1817, and in the handwriting of the said Samuel Savage, late of Lauderdale county.

Deponent further states, that his acquaintance with the said Samuel Savage commenced about the year 1824, and continued until his death, and that he had no acquaintance with his handwriting until his personal acquaintance with him commenced.

T. KIRKMAN.

Sworn and subscribed before me this 23d day of Nov. 1841.

JNO. B. ELDRIDGE, *J. P.* [SEAL.]

The within deposition to be read as evidence on the hearing of the within cause, and to have the same effect as if regularly taken.

Nov. 23, 1841.

HOPKINS & McCLUNG,
Solicitors for Complts.

DILLAHUNTY.

Dep. of J. W. McClung.

The statement of J. W. McClung, taken by consent, to be read as evidence on the hearing of the cause Taylor and others vs. Geo. M. Savage, ex'r of Samuel Savage, deceased, in the District Court of the United States for the northern district of Alabama, in chancery.

The said James W. McClung states, on oath, that he was, about the 7th June, 1837, employed by William Primrose, at that time agent for complainants, as an attorney, with full power to enter into a submission bond on the part of complainants, if Samuel Savage would enter into a similar one for the purpose of having the matters in dispute settled by arbitration. Deponent was instructed at the same time, by said Primrose, if said arrangement was not carried out in some short time—forty days, as well as he recollects—to file a bill against said Savage in the Circuit Court of the United States for the northern district of Alabama. Deponent would have filed said bill but for the death of said Samuel Savage, which occured, as he is and was informed, and believes took place, in November, 1837. During the summer of 1837 deponent saw the said Samuel Savage in Huntsville, he thinks in July or August, and, at the instance of said Savage, had a conversation with him on the subject of this suit, or rather the matters now in controversy; the arbitration was spoken of, but was, as well as defendant now recollects, at that time lost sight of as a mode of adjustment. It was however spoken of, between deponent and said Savage, as having been at one time a matter of negotiation between him and said Primrose. The papers herewith filed, marked "A A" and "B B," are powers of attorney, left with deponent at the time of his employment as aforesaid. The said Samuel Savage did in said conversation express a great desire that, if a bill had to be filed, it should be done as soon as possible. Deponent did intend filing the bill as early as convenient, and would have filed it sooner but for the death of said Savage. Deponent was professionally engaged in attendance on the courts most of Sept. and Oct. of 1837, or probably the bill might have been filed during one of said months. He files herewith two powers of attorney, marked "A A" and "B B," which were executed on the 7th June, 1837; and he can this speak certainly, as to the date of his employment.

J. W. McCLUNG.

Subscribed and sworn in open court this 19th May, 1842.

Teste: B. T. MOORE, *Clerk D. C.*

Power of attorney, marked AA, mentioned in the deposition of J. W. M'C.—(The power of attorney, marked AA, mentioned in the foregoing deposition.)

Know all men by these presents: That I, William Primrose, agent and attorney in fact for Samuel Taylor, William Rainey,

Alexander Rainey, and Elizabeth Rainey—the three last mentioned being children of Mary Rainey, formerly Mary Taylor, legatees of William Forbes Taylor, deceased—do hereby, pursuant to powers vested in me, nominate, constitute, and appoint, James W. McClung, of Huntsville, Alabama, my true and lawful attorney for me and in my name, and for and in the names of Samuel Taylor and the heirs of Mary Taylor, legatees under the last will and testament of William F. Taylor, deceased, formerly of South Carolina, to submit to such arbitrators as the said J. W. McClung and Samuel Savage may agree upon, all the matters and things in difference between the said legatees and the said Samuel Savage, who was one of the executors of the last will and testament of the said William F. Taylor, deceased. And I do authorize and empower the said James W. McClung, in behalf of said legatees, to execute, sign and seal, and deliver, a deed of submission in their names, whereby all the claims of said legatees on said executor arising out of his management of the estate of said William F. Taylor may be left to the final decision, arbitrament, and award of such person or persons as may be agreed on by said J. W. McClung and said Samuel Savage; the persons selected having the power, in case of disagreement, of selecting an umpire, whose decision shall be final; the person or persons thus selected, either as arbitrators or as umpire, being counsellors at law. And I do authorize and empower the said James W. McClung, for and in behalf of the said legatees, to sign any bond or bonds necessary in the premises, and to do any and every thing which I could do, or which said legatees could do, for the purpose of having a final decision, by award, of said claims against said Samuel Savage.

Witness my hand and seal, this 7th day of June, 1837.

WILLIAM PRIMROSE, [L. S.]
Attorney in fact for the legatees of William F. Taylor.

Attest: E. R. WALLACE.

The power of attorney, marked BB, mentioned in the deposition of J. W. McClung.—(The power of attorney, marked BB, mentioned in the foregoing deposition.

I do hereby nominate, constitute, and appoint, Arthur F. Hopkins and James W. McClung my attorneys to institute and prosecute any suit or suits which they may deem necessary, in behalf of the legatees of William F. Taylor, deceased, against Samuel Savage, one of the executors of the last will and testament of said Taylor; said suits to be brought, either in the circuit court of the United States of America for the northern district of Alabama, or in any of the State courts, at the election of my said attorneys.

Given under my hand and seal, this 7th day of June, 1837.

WILLIAM PRIMROSE, [L. S.]
Attorney in fact for the legatees of William F. Taylor.

Teste: E. R. WALLACE.

(*Complainants' evidence.*)

The Commonwealth of Virginia to Daniel Broadhead—patent.

Patrick Henry, esquire, Governor of the Commonwealth of Virginia, to all to whom these presents shall come, greeting.

Know ye, that by virtue and in consideration of six land office Treasury warrants, numbered 9,201, 9,202, 9,203, 9,204, 9,205, and 9,211, issued the 23d day of November, one thousand seven hundred and eighty-one, as well as by virtue and in consideration of a military warrant under the King of Great Britain's proclamation of 1763, No. 1,177, issued the 24th day of July, 1780, there is granted by the said Commonwealth unto Daniel Broadhead, ass'e, &c., a certain tract or parcel of land containing four thousand four hundred acres by survey, bearing date the seventeenth day of December, one thousand seven hundred and eighty-four, lying and being in the county [of] Jefferson, on the waters of *of* the Beech Fork, adjoining the lands of Joseph Trotter and Abraham Buford, and bounded as followeth, to wit: Beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey, running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing on a line of Abraham Buford's survey of 5,008¼ acres, three poles west of the southwest corner of said survey; thence, with said line, south eighty-five degrees west, 977 poles, to a large sugar-tree and beech; thence north five degrees west, 230 poles, to a small beech standing in a line of said Buford's 2,000 acre survey; thence, with said line, S. 85 W. 350 poles, to two beeches and poplar, corner to said survey; thence N. 5 W., 50 poles, to two beeches; thence N. 60 W., 180 poles, to two beeches and ash; thence S. 30 W. 510 poles, to a beech, elm, and ash, standing on the side of a branch crossing Longlick creek, at 130 poles, a large branch at 370 poles; thence S. 60 E. 900 poles, to a large sugar-tree, ash, and beech; thence N. 30 E. 470 poles, to the beginning;—with its appurtenances, to have and to hold the said tract or parcel of land, with its appurtenances, to the said Daniel Broadhead, jun'r, and his heirs, forever.

In witness whereof, the said Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, hath hereunto set his hand and caused the lesser seal of the said Commonwealth to be affixed at Richmond, on the twenty-fifth day of May, in the year of our Lord one thousand seven hundred and eighty-six, and of the Commonwealth the tenth.

[L. S.] P. HENRY.

Daniel Broadhead to William Forbes.—Deed.

This indenture, ...ide the thirtieth day of September, in the year of our Lord one thousand seven hundred and eighty-six, be

tween Daniel Broadhead, the younger, of the county of Jefferson, in Virginia, gentleman of the one part, and William Forbes, of the city of Philadelphia, merchant, of the other part, witnesseth: That said Daniel Broadhead, for and in consideration of the sum of one hundred and eighty-three pounds lawful money of Pennsylvania, to him in hand paid at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said William Forbes, his heirs and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of the Beech fork, adjoining the land of Joseph Trotter and Abraham Buford: beginning at an elm and beech, north corner to said Trotter's 1,000 acres survey; running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Buford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence, with said line, south eighty-five degrees west, 977 poles, to a large sugar-tree and beech; thence north five degrees west, 230 poles, to two beeches and poplar, corner to said survey; thence N. 5 west, 50 poles, to two beeches; thence north sixty degrees west, one hundred and eighty poles, to two beeches and ash; thence south 30 west, 510 poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek at 130 poles, to a large branch at 270 poles; thence south sixty degrees east, 900 poles, to a sugar-tree, ash, and beech; thence north 30 E., 470 poles, to the beginning;—which said tract of land Patrick Henry, esquire, Governor of Virginia, by patent under his hand and the lesser seal of the said Commonwealth, dated the twenty-fifth day of May last past, granted to the said Daniel Broadhead in fee, together with all and singular the privileges, immunities, hereditaments, and appurtenances, to the same belonging; to have and to hold the hereby granted premises, with the appurtenances, unto the said William Forbes, his heirs and assigns, to his and their only proper use and behoof forever. And the said Daniel Broadhead, and his heirs, all and singular the hereby granted premises, with the appurtenances, unto the said William Forbes, his heirs and assigns, against himself and his heirs, and against all persons lawfully claiming by, through, from, or under him or them, shall and will warrant, and by these presents forever defend.

In witness whereof, the said parties have hereunto interchangably set their hands and seals the day and year first above written.

DAN. BROADHEAD, Jun. [SEAL.]

Sealed and delivered in the presence of us—

CHAM. HART,

JOHN HOLLOWELL.

I acknowledge to have *the* received the full consideration money above mentioned.

DAN. BROADHEAD, Ju'r.

Witnesses—CHAM. HART,
JOHN HOLLOWELL.

PHILADELPHIA, *ss:*

Before us the subscribers, two of the judges of the court of common pleas for the county of Philadelphia, *is* also justices of the peace for the same county, personally came Daniel Broadhead, the younger, and in due form of law acknowledged the above indenture as his act and deed.

Witness our hands and seals the fourth day of September, in the year one thousand seven hundred and eighty-six.

JOHN GILL, [SEAL.]
WM. POLLARD. [SEAL.]

PHILADELPHIA COUNTY, *sct:*

I, Charles Biddle, esquire, prothonotary of the court of common pleas for the county of Philadelphia, do hereby certify that the honorable John Gill and William Pollard, esquires, the persons taking the foregoing acknowledgments, at the time of subscribing the same were judges of the court of common pleas, and also justices of the peace for the same county, as by their commissions remaining of record in my office fully appears; and that to all acts and deeds by them done and subscribed, full credit is and ought to be given.

In testimony whereof, I have hereto affixed the common seal of the said court and set my hand, this thirteenth [C. A. K.] day of March, in the year of our Lord one thousand seven hundred and ninety-five.

CHAS. BIDDLE.

Recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book No. 43, p. 304.

Witness my hand and seal of office, this 10th day of March, 1795.

[SEAL.] MATH'W IRWIN, *Rec.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneid, clerk of the court for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify that the foregoing deed, with the testimonials thereto annexed, was produced to me in my office in Frankfort, on the tenth day of November, one thousand eight hundred and six, and that the same is truly recorded.

In testimony whereof, I have hereunto set my hand [SEAL.] and affixed my seal of office the day and year aforesaid.

ACHILLES SNEID, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify that the foregoing contains a full, true, and complete copy of the deed and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof, I have hereto subscribed my name and caused the seal of my said office to be affixed, this [L. S.] 11th day of December, A. D. 1840, and in the 49th year of the Commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify that J. Swigert is the clerk of the court of appeals of the said Commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is entitled to full faith and credit.

In testimony whereof, I have hereunto subscribed my name, at Frankfort, this 11th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

William Forbes to John Phillips—deed.

This indenture, made the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, between William Forbes, of the city of Philadelphia, merchant, of the one part, and John Phillips, of the same city, merchant, of the other part, witnesseth: That the said William Forbes, for and in consideration of the sum of thirty-seven pounds and ten shillings lawful money of Pennsylvania, to him in hand paid by the said John Phillips at the time of the execution hereof, the receipt whereof is hereby acknowledged, hath and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said John Phillips, his heirs and assigns, a certain tract or *or* parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of the Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford: beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey, running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar-trees east corner to said 1,000 acres survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing in a line of Abraham Berford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence, with said land, south eighty-five degrees west, nine hundred and seventy-seven poles, to a large sugar-tree and beech; thence north five degrees west, two hundred and thirty poles, to two beeches and poplar corner to said survey; thence north five degress west, fifty poles, to two beeches; thence north sixty degrees west, one hundred and eighty poles, to

two beeches and ash; thence south thirty degrees west, five hundred and ten poles, to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek, at one hundred and thirty poles, to a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred poles, to a sugar-tree, ash, and beech; thence north thirty degrees east, four hundred and seventy poles, to the beginning;—which said tract of land Patrick Henry, esquire, Governor of Virginia, by patent under his hand and the lesser seal of the said Commonwealth, dated the twenty-fifth day of May, one thousand seven hundred and eighty-six, granted to Daniel Broadhead, junior, in fee. And the said Daniel Broadhead, junior, by his indenture, dated the thirteenth day of September, in the same year, conveyed the same tract to the said William Forbes in fee, together with all and singular the privileges, immunities, hereditaments, and appurtenances, to the same belonging; to have and to hold the hereby bargained premises, with the appurtenances, unto the said John Phillips, his heirs and assigns, to his and their own proper use and behoof forever. And the said William Forbes and his heirs, all and singular the hereby granted premises, with the appurtenances, unto the said John Phillips, his heirs and assigns, against himself and his heirs, and against all persons lawfully claiming by, through, from, or under him or them, and not otherwise, shall and will warrant, and by these presents forever defend.

In witness whereof, the said parties have hereunto set their hands and seals, interchangeably, the day and year first above written.

WILLIAM FORBES. [SEAL.]

Sealed and delivered in the presence of us—
EDM. HOLLOWELL,
JOHN GILLESPIE,
JOHN HOOD.

I acknowledge to have received thirty-seven pounds ten shillings—the consideration money above mentioned.

WILLIAM FORBES.

Witness—EDW. HOLLOWELL.

Before me, Mathew Clarkson, esquire, mayor of the city of Philadelphia, personally came William Forbes in the above indenture named, and acknowledged the same to be his act and deed. In testimony whereof, I have hereunto set my hand and caused the seal of said city to be affixed, the twentieth day of Feby., 1794.

[L. S.] MATHEW CLARKSON, *Mayor.*

Recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book No. 43, page 305. Witness my hand and seal of office the 10th day of March, 1795.

MATHEW IRWINE, *Rec'r.*

STATE OF KENTUCKY, *sct.*

I, Achilles Sneid, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify that the foregoing deed, with the testimonials thereto annexed, was produced to me in my office in Frankfort, on the 10th day of November, one thousand eight hundred and six, and that the same is truly recorded. In testimony whereof, I have hereunto subscribed my name, and affixed my seal of office the day and year aforesaid.

[L. S.] ACHILLES SNEID, *C. C. A.*

STATE OF KENTUCKY, *sct.*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify that the foregoing contains a full, true, and complete copy of the deed and certificates thereto annexed as the same remains of record in my office. In testimony whereof, I have hereto subscribed my name, and caused the seal of my said office to be affixed this 11th day of December, A. D. 1840, and in the 49th year of the Commonwealth.

[L. S.] J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct.*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify that J. Swigert is the clerk of the court of appeals of the said Commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is entitled to full faith and credit. In testimony whereof, I have hereunto subscribed my name at Frankfort, this 17th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

John Phillips to Mary Forbes—deed.

This indenture, made the third day of June, in the year of our Lord one thousand eight hundred and two, between John Phillips, of the city of Philadelphia, in the State of Pennsylvania, merchant, of the one part, and Mary Forbes, of Germantown, in the county of Philadelphia, and State aforesaid, widow and administratrix of all and singular the goods and chattels, rights and credits, which were of William Forbes, late of the said city, and afterwards of Germantown aforesaid, merchant, deceased, of the other part, witnesseth: that the said John Phillips, as well in consideration of the sum of one dollar of lawful silver money of the United States of America, to him paid by the said Mary Forbes at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, as of other good and valuable causes and considerations him thereunto moving, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said Mary Forbes, her heirs, and assigns, a certain tract or

parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, on the waters of Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford; beginning at an elm beech, north corner to said Trotter's 1,000 acre survey; running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles, to two sugar trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles, to a white oak and beech standing on a line of Abraham Berford's survey of 500 acres; thence with said *land*, south eighty-five degrees west, nine hundred and seventy-seven poles to a large sugar tree and beech; thence north five degrees west, two hundred and thirty poles to two beeches and poplar, corner to said survey; thence north five degrees west, fifty poles to two beeches; thence north sixty-six degrees west, one hundred and eighty poles to two beeches and ash; thence south thirty degrees west, five hundred and ten poles to a beech elm and ash, standing on the east side of a branch crossing Longlick creek at one hundred and thirty poles; a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred poles to a sugar tree, ash, and beech; thence north thirty degrees east, four hundred and seventy poles to the beginning, (being the same premises which the above named William Forbes, by indenture bearing date the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book No. 43, page 305, granted and conveyed unto the said John Phillips, in fee, together with all the improvements, ways, and roads, passages, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; and the *per*versions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of him the said John Phillips, of, in, and to the same. To have and to hold the said tract or parcel of land, hereditaments, and premises hereby granted, or intended so to be, with the appurtenances, unto the said Mary Forbes, her heirs, and assigns, forever; in trust, nevertheless, to and for the only proper use and behoof of the right heir or heirs of the above-named William Forbes, deceased, in such way and manner as such heir or heirs may order, direct, and appoint, and subject to the payment of all taxes now due therefor, and to all other incumbrances whatsoever now thereon: Provided always, nevertheless, and it is hereby declared to be meant, intended, understood, and agreed, by and between the said parties to these presents, that this conveyance is made and executed by the said John Phillips, and accepted and received by the said Mary Forbes, without any warranty or responsibility whatsoever on the part of the said John Phillips or his heirs, of or for the title to all or any part of the hereby granted premises,

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JOHN PHILLIPS. [L. S.]

Sealed and delivered in the presence of us.

REBECCA PHILLIPS,
JOHN ELLIOTT CRESSON,
THO. W. SMITH.

CITY OF PHILADELPHIA, *sct:*

Before me, Mathew Lawles, esquire, mayor of the city of Philadelphia, in the Commonwealth of Pennsylvania, personally appeared the above named John Phillips, and acknowledged the above written indenture to be his act and deed, and desired the same, as such, might be recorded according to law.

In testimony whereof I, the mayor, have hereunto set my hand, and caused the seal of the office of mayoralty of the said [L. S.] city to be affixed, this fifteenth day of June, in the year of our Lord one thousand eight hundred and two, 1802.

MATH. LAWLES, *Mayor.*

Recorded in the office for recording deeds, and for the city and county of Philadelphia, in deed book E F, No. 11, page 587, &c.

[Seal of the city and county of Philadelphia.] Witness my hand and seal of office, the 26th day of March, A. D. 1803.

EDWARD FOX, *Recorder.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneed, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive, admit, and record deeds and other writings in my office, do hereby certify that the foregoing, with the testimonials thereon endorsed, were produced to me in my office in Frankfort, on the third day of September, one thousand eight hundred and three, and that the same are truly recorded.

In testimony whereof I have hereunto subscribed my name, [C. A. K.] and affixed my seal of office the day and year aforesaid.

ACHILLES SNEED, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do hereby certify that the foregoing contains a full, true, and complete copy of the deed, and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof I have hereto subscribed my name, and caused the seal of my said office to be affixed this 11th day of [L. S.] December, A. D. 1840, and in the 49th year of the Commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify that J. Swigert is the clerk of the court of appeals of the said Commonwealth, which is a court of record, and that the foregoing certificate by him is in due form, and is *in* entitled to full faith and credit.

In testimony whereof I have hereunto subscribed my name at Frankfort, this 11th day of December, 1840.

G. ROBERTSON, *Ch. Jus. Ky.*

Mary Forbes, administratrix, to William F. Taylor—deed.

This indenture, made the seventeenth day of September, in the year of our Lord one thousand eight hundred and five, between Mary Forbes, of Germantown, in the county of Philadelphia, in the State of Pennsylvania, widow, and administratrix of all and singular the goods and chattels, rights and credits, which were of William Forbes, late of the city of Philadelphia and afterwards of Germantown aforesaid, merchant, deceased, of the one part, and William F. Taylor, of Cambletown, in the State of South Carolina, merchant, of the other part, witnesseth: That the said Mary Forbes, as well in consideration of the sum of one dollar, lawful silver money of the United States of America, to her paid by said William F. Taylor at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, as of other good and valuable causes and considerations her thereunto moving, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said William F. Taylor, his heirs, and assigns, a certain tract or parcel of land containing four thousand four hundred acres, situate in the county of Jefferson, and State of Kentucky, on the waters of Beech fork, adjoining the lands of Joseph Trotter and Abraham Berford; beginning at an elm and beech, north corner to said Trotter's 1,000 acre survey; running thence, with a line thereof, south sixty degrees east, five hundred and thirty poles to two sugar trees, east corner to said 1,000 acre survey; thence north thirty degrees east, five hundred and seventy poles to a white oak and beech standing in a line of Abraham Berford's survey of 5,008½ acres, three poles west of the southwest corner of said survey; thence with said line, south eighty-five degrees west, 977 poles to a large sugar tree and beech; thence north five degrees west, two hundred and thirty poles to a small beech standing in a line of said Berford's 2,000 acre survey; thence, with said line south eighty-five degrees west, three hundred and fifty poles to two beeches and poplar, corner to said survey; thence north five degrees west, fifty-five poles to two beeches; thence north sixty degrees west, one hundred and eighty poles to two beeches and ash; thence south thirty degrees west, five hundred and ten poles to a beech, elm, and ash, standing on the east side of a branch crossing Longlick creek at one hundred and thir-

ty poles; a large branch at three hundred and seventy poles; thence south sixty degrees east, nine hundred and seventy poles to a sugar tree, ash, and beech; thence north thirty degrees east, four hundred and seventy poles to the beginning; being the same premises which the above named William Forbes, by indenture bearing date the nineteenth day of February, in the year of our Lord one thousand seven hundred and ninety-four, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book *book* No. 43, page 305, granted and conveyed unto John Phillips, in fee, and being also the same premises which the said John Phillips, by indenture bearing date the third day of June, in the year of our Lord one thousand eight hundred and two, recorded in the office for recording of deeds for the city and county of Philadelphia, in deed book E F, No. 11, page 687, &c., granted and conveyed unto the said Mary Forbes, in fee, together with all the improvements, ways, roads, passages, woods, waters, water-courses, rights, and liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining; and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, of her the said Mary Forbes, of, in, and to the same. To have and to hold the said tract or parcel of land, hereditaments, and premises hereby granted, or intended so to be, with the appurtenances, unto the said William F. Taylor, his heirs, and assigns, forever. In witness, nevertheless, to and for the only proper use and behoof of the right heir or heirs of the above named William Forbes, deceased, in such way and manner as such heir or heirs may order, and direct, and appoint, and subject to the payment of all the taxes now due therefor, and to all the other incumbrances thereon: Provided, always, nevertheless, and it is hereby declared to be meant, intended, understood, and agreed upon, by and between the said parties by these presents, that this conveyance is made and executed by the said Mary Forbes, and accepted and received by the said William F. Taylor, without any warranty or responsibility whatsoever on the part of the said Mary Forbes, or her heirs, of, or for the title to all or any part of the hereby granted premises.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

MARY FORBES. [L. S.]
Administratrix of the estate of Wm. Forbes, dec'd.

Sealed and delivered in the presence of us, the interlineation of the word poles, between the 35th and 36th lines from the top, being first made.

DAVIS B. LAWLES,
MATH'W LAWLES.

CITY OF PHILADELPHIA, *ss:*

Before me, Mathew Lawles, esquire, mayor of the city of Philadelphia, in the Commonwealth of Pennsylvania, personally appeared the above named Mary Forbes, and acknowledged the above written indenture to be her act and deed, and desired the same, as such, might be recorded accordingly.

In testimony whereof I, the said mayor, have hereunto set my hand, and caused the seal of the office of mayor of the said [L. S.] city to be affixed this seventeenth day of September, in the year of our Lord one thousand eight hundred and five.

MATH'W LAWLES, *Mayor.*

Recorded in the office for recording of deeds, &c., in the city and county of Philadelphia, in the book for recording of miscellaneous subjects, E F, No. 1, page 298, &c.

Witness my hand and the seal of my office this 14th day of [L. S.] October, 1807.

EDWARD FOX, *Recorder.*

STATE OF KENTUCKY, *sct:*

I, Achilles Sneed, clerk of the court of appeals for the State aforesaid, being duly authorized by law to receive and admit to record deeds and other writings in my office, do hereby certify that the foregoing deed, with the testimonials thereto annexed, was produced to me in my office at Frankfort, on the 10th day of November, one thousand eight hundred and six, and that the same is truly recorded.

In testimony whereof I have hereunto subscribed my name [L. S.] and affixed my seal of office the day and year aforesaid.

ACHILLES SNEED, *C. C. A.*

STATE OF KENTUCKY, *sct:*

I, Jacob Swigert, clerk of the court of appeals for the State aforesaid, do certify that the foregoing contains a full, true, and complete copy of the deed and certificates thereto annexed, as the same remains of record in my office.

In testimony whereof I have hereto subscribed my name and caused the seal of my said office to be affixed, this 11th [L. S.] day of December, A. D. 1840, and in the 49th year of the commonwealth.

J. SWIGERT, *C. C. A.*

STATE OF KENTUCKY, *sct:*

As chief justice of Kentucky, and presiding judge of the appellate court thereof, I do certify that J. Swigert is the clerk of the court of appeals of the said commonwealth, which is a court of record, and that [the] foregoing certificate by him is in due form and is entitled to full faith and credit.

In testimony whereof I have hereunto subscribed my name at Frankfort, this 11th day of December, 1840.

G. ROBERTSON, *Chief Justice, Ky.*

Chapter 358.

An act to amend the act entitled "An act establishing the court of appeals, and for other purposes."

Sec. 1. Be it enacted by the General Assembly, That the court of appeals shall from henceforth hold two terms in every year, the one commencing on the first Monday in April, and the other on the first Monday in October, in every year; and the said court of appeals shall sit at each of the said terms until the business before the court is completed.

Sec. 2. No appeal shall be granted by any inferior court or received by the court of appeals, unless a final decree, judgment, or order shall have been pronounced or given in the inferior courts; nor shall any writ of error be sued from the court of appeals, or if sued out, be obeyed by the inferior court, unless a final decree, judgment, or order has been pronounced or given in such inferior court in the cause. And to prevent the doubts which have arisen, it is hereby declared that the final decree, judgment, or order, intended by this act, is that which finally terminates the suit in the inferior court, and not any decree, judgment, or order pronounced or given, the suit thereafter being still depending.

Sec. 3. No appeal shall be taken from the county court on a jndgment affirming or reversing the judgment of a justice of the peace, nor shall a writ of error be issued from the court of appeals to reverse the same.

Sec. 4. And be it further enacted, that the court of appeals shall from henceforth be composed of four judges, any three of whom shall constitute a court. The judges of the court of appeals shall, in lieu of the salary now allowed by law, receive each of them annually the sum of $833\frac{1}{3}$ dollars, to be paid in quarterly payments.

Sec. 5. All returns which would have been made, if this act had not passed, to the March term of the said court, shall be made to the April term, and shall be good and valid.

Sec. 6. The several courts hereinafter mentioned shall from henceforth be held at the following times, to wit: the general court on the first Monday in May and November in every year; the district court held in Washington on the third Monday in the months of February, May, and September in every year; the district court held in Paris on the first Monday in the month of March and July, and the second Monday in November in every year; the district court held in Lexington on the third Monday in March, the first Monday in June, and the first Monday in September in every year; and the district court held in Frankfort on the second Monday in March, the fourth Monday in June, and the second Monday in September in every year. So much of every act or acts as comes

within the purview of this act shall be, and the same is hereby, repealed.

This act shall commence and be in force from and after the passage thereof.

JOHN ADAIR, *S. H. R.*
JOHN CALDWELL, *S. S. P'r.*

Approved, December 19, 1801.

JAMES GARRARD, *G. K.*

By the Governor:
HARVY TOULMIN, *Sec.*

EXECUTIVE OFFICE,
Dep't of State, Frankfort, Ky., Dec. 12, 1840.

I, Robert P. Letcher, Governor of the commonwealth of Kentucky, do hereby certify that the annexed and foregoing act of assembly has been carefully examined and compared with the enrolled bill on file in the Department of State, and is a true and correct copy of the same.

In testimony whereof I have hereunto set my hand and caused the seal of the commonwealth to be affixed, at [L. S.] Frankfort, on the 12th day of December, in the year of our Lord one thousand eight hundred and forty, and in the 49th year of the commonwealth.

R. P. LETCHER.

By the Governor:
JAMES HARLIN, *Secretary of State.*

Chapter 221.

An act to amend an act entitled "An act to amend an act establishing county courts, courts of quarter sessions, and a court of oyer and terminer."

Sec. 1. Be it enacted by the General Assembly, That henceforth when a vacancy shall happen in the courts of quarter sessions by death, resignation, or otherwise, it shall be lawful for the Governor to fill such vacancy by appointing any fit person residing in the county where the vacancy may happen, to fill the same, whether the person so appointed be one of the justices of the peace or not; and where any appointment to fill a vacancy in any court of quarter sessions hath been made contrary to the directions of the above recited act, such appointment shall be valid.

Sec. 2. And be it further enacted, That when two or more persons are bound jointly, or jointly and severally, in any bond or writing obligatory, and *and* the persons so bound shall reside in different counties, it shall be lawful for the clerk of the court where the suit is brought against one of the obligors, on request of the plaintiff, to issue capias ad respondendum against the other obligor or obligors, directed to the sheriff of the county where they *made*

[may] reside, and the sheriff shall execute and return the same in the same manner as if the capias had issued from the clerk of his county.

Sec. 3. And be it further enacted, That the courts of quarter sessions shall have concurrent jurisdiction with the district courts in all matters or things whatsoever, except in the trial of criminals.

Sec. 4. And be it further enacted, That deeds, powers of attorney, and other writings, may be admitted to record in the clerk's office of the court of appeals, he taking the acknowledgment or proof in the same manner as if it was done in open court.

EDM'D BULLOCK, *S. H. R.*
ALEX. T. BURRITT, *Spea. of the Senate.*

Approved, December 21, 1795.

ISAAC SHELBY, *Governor of Kentucky.*

EXECUTIVE OFFICE,
Dep't of State, Frankfort, Ky., Dec. 12, 1840.

I, Robert P. Letcher, Governor of the commonwealth of Kentucky, do hereby certify that the annexed and foregoing act of Assembly has been carefully examined and compared with the enrolled bill on file in the Department of State, and is a true and correct copy of the same.

In testimony whereof I have hereunto set my hand and caused the seal of the commonwealth to be affixed, at
[L. S.] Frankfort, on the 12th day of December, in the year of our Lord one thousand eight hundred and forty, and in the forty-ninth year of the commonwealth.

R. P. LETCHER.

By the Governor:
JAMES HARLIN, *Secretary of State.*

STATE OF SOUTH CAROLINA, *Ninety-six district:*

At a court of common pleas begun to be holden at Cambridge, in and for the district of Ninety-six, on Monday, the eighteenth day of April, in the year of our Lord 1796, and thence continued by divers adjournments until Saturday, the twenty-third day of April, in the year aforesaid. Present the honorable John F. Gnomhr, esquire, one of the associate judges of the said State. On Saturday aforesaid William Forbes Taylor presented to the court a petition to be admitted a citizen of the United States, in the following words, viz: "The honorable the judges of the court of common pleas for the district of Ninety-six. The petition of William Forbes Taylor humbly showeth," that your petitioner, having resided three years and upwards in this State, and prays that he may be admitted a citizen of the United States, and be entitled to all the privileges thereof. And your petitioner will ever pray.

WILLIAM FORBES TAYLOR.

SOUTH CAROLINA, *Cambridge, 22d April,* 1796.

We, the subscribers, do certify that we have known the above-named petitioner, William F. Taylor, to have resided three years and upwards in this State, and to have maintained a good moral character during that time. Therefore recommend that the prayer of his petition be granted.

W. ANDERSON, *S. C. E.*
PATRICK McDOWELL.
THOS. BUTLER.
JNO. MARTIN.

On taking the usual oath, ordered that he be admitted a citizen of the State and of the United States, and entitled to all the privileges thereof.

THE STATE OF SOUTH CAROLINA, *Abbeville district:*

I, John F. Livingston, clerk of the court of common pleas and general sessions for *Ashville* district aforesaid, do hereby certify that the district of Ninety-six has been abolished, and its former territory divided into various portions, of which Abbeville district is one; that by law the records and papers of the court formerly held for Ninety-six have been transferred to Abbeville court-house; I, as clerk aforesaid, am keeper of all the said records and papers which belonged to the common pleas. That the foregoing petition of William Forbes Taylor is truly copied from the original remaining amongst the records and papers aforesaid, and the order thereupon is truly copied from the minutes of the court of common pleas for Ninety-six district aforesaid; and that the said petition and order contain all that is to be found concerning the application of the said William Forbes Taylor to be admitted to become a citizen.

Given under my hand and seal of office at Abbeville court-house this twenty-second day of April, in the year of our [L. S.] Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

JOHN F. LIVINGSTON, *Cl'k.*

I, Josiah J. Erdne, one of the judges of the court of common pleas and general sessions for the State of South Carolina, and in term presiding judge for Abbeville district, in the said State, do hereby certify that the district of Ninety-six has been abolished, and all the records and papers of the court of common pleas formerly held for Ninety-six district have been transferred to Abbeville court-house, and committed to the care and keeping of the clerk of the court of common pleas and general sessions for Abbeville district; that John F. Livingston, who hath signed the foregoing certificate, is such clerk, and that all due faith and credit are due to his attestations as such clerk; and that the foregoing certificate is in due form and by the proper officer.

Given under my hand at Columbia, the 6th May, 1839.

JOSIAH J. ERDNE.

STATE OF SOUTH CAROLINA,
Ninty-six district, to wit:

This is to certify, that William F. Taylor was this day qualified as a citizen, in open court at Cambridge, before the honorable Edanus Burke, esquire, senior associate justice of the said State, and admitted to all the rights, privileges, and immunities, of a citizen of the United States, and of this State.

Given under my hand and seal of office of said court, at Cambridge, this twenty-fourth day of April, in the year of our Lord one thousand seven hundred and ninety-six, and twentieth year of the independence of the United States of America.

[L. S.] JULIUS NICHOLS, *C. C. P.*

THE STATE OF SOUTH CAROLINA:

By his excellency Patrick Noble, esq'r, governor and commander-in-chief in and over the State aforesaid, to all to whom these presents shall come:

This is to certify, that it appears, from the records of this office, that Julius Nichols, the younger, did, on the 6th of May, 1789, in open court, take the oath of office as clerk of the court for the district of Ninety-six, and that at that time, according to the law of the land, the tenure of said office was during good behavior; therefore, all due faith, credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the eighth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

[L. S.] PATRICK NOBLE.

By the Governor:
M. LABORDE, *Secretary of State.*

THE STATE OF SOUTH CAROLINA:

By his Excellency Patrick Noble, esq., governor and commander-in-chief in and over the State aforesaid, to all to whom these presents shall come.

[L. S.] PATRICK NOBLE.

Know ye, that Oliver Towles, whose signature appears to the instrument of writing hereunto annexed, is judge and register of the court of Ordinary for the district of Edgefield, in the State aforesaid; therefore, all due faith, credit, and authority is and ought to be had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the

tenth day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States of America.

By the Governor:

M. LABORDE, *Secretary of State.*

William F. Taylor's will.

In the name of God, amen, I, William Forbes Taylor, of the district of Edgefield, and State of South Carolina, being weak in body, but of sound and disposing mind, memory, and understanding, praised be God for the same, do make and declare this my last will and testament in manner and form following, that is to say:

First. I do hereby order, will, and direct, that on the first day of January first after my decease, or as near that day as can conveniently be, that the whole of the property that I may die seized and possessed of, or may be anywise belonging to me, be sold on the following terms and conditions, that is to say, all the personal property on a credit of twelve months from the day of sale, purchasers giving notes of hand or bonds with security to the satisfaction of my executors; and all landed or real property belonging, or in anywise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instalments, purchasers to give bond, bearing interest from the date, with securities to the satisfaction of my executors, and, moreover, a mortgage on the premises.

Secondly. Whereas I have recently set my negro woman Sylvia free, and in that instrument have bound myself to pay unto her, or her order, one hundred dollars per annum during her natural life, I do hereby moreover give, grant, and devise unto her the said negro woman Sylvia one hundred dollars, to be paid to her the said negro woman Sylvia, or her order, immediately, or as soon as possible after my death, and it is my earnest request that my executors do pay the said negro woman Sylvia punctually, and that they pay some attention to prevent the infringements of her liberty and rights.

Thirdly. I give and devise to Peter Morrisson, who has lived with me for several years last past, four thousand dollars, to be paid to him out of the first money that may come into the hands of my executors after paying the abovementioned one hundred dollars to Sylvia.

Fourthly. I give, grant, and devise unto my old negro man slave Dick, commonly called Dick Tash, his personal freedom from and immediately after my decease;

1 page. WM. F. TAYLOR.

and that my executors do pay unto him, the said negro man Dick, one hundred dollars as soon as may be thereafter.

Fifthly. I do hereby will, order, give, grant, and devise all the remainder or residue of my estate which shall remain, after paying the before mentioned legacies, to my dearly beloved brother Samuel Taylor, of the parish of Drublait, and shire of Aberdeen, in Scot-

land, and to my beloved sister, Mary Taylor, of the same place, share and share alike, provided they shall be both alive at the time of my decease, and have issue, which issue, after their respective deaths, shall share the same equally; but if either the said Samuel Taylor or the said Mary Taylor shall die without issue, then the survivor, or (if both shall be dead) the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall leave the same, shall be entitled to the whole of the said remainder or residue of my estate, share and share alike.

And, sixthly and lastly. I do hereby nominate, constitute, and appoint my friends Samuel Savage, esquire, of the district of Abbeville and State of South Carolina, Patrick McDowell, of the city of Savannah and State of Georgia, merchant, Duncan Matheson and Willliam Ross, of the city of Augusta and State of Georgia, merchants, executors of this my last will and testament; hereby revoking and making void all former wills and testaments at any time by me heretofore made, and do declare this to be my last will and testament.

In witness whereof I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand and seal, this thirtieth day of June, in the year of our Lord one thousand eight hundred and ten, and of the independence of the United States of America the thirty-fourth.

WM. F. TAYLOR. [SEAL.]

In presence of—WM. HALL,
DOUGLASS HUFF,
MOSS ROSS.

SOUTH CAROLINA, *Edgefield district:*

By John Simkins, esq., ordinary.

Personally appeared before me William Hall, who being duly sworn, do make oath and say, he was *he was* present, and saw William F. Taylor sign, seal, and deliver the within to be his last will and testament, and that the said William F. Taylor was then of sound and disdoseing mind and memory to the best of this deponent's knowledge and belief; and that he saw Douglass Huff and Moss Ross sign their names of witness thereto, at the request of the testator, and in his presence. At the same time qualified Samuel Savage and Duncan Matheson executors to the within.

Given under my hand at my office the 27th day of August, 1811.

JNO. SIMKINS, *O. E. D.*

Qualified William Ross, as ex'or, the 13th September, 1811.

JNO. SIMKINS, *O. E. D.*

Qualified Patrick McDowell, as ex'or to the within, 17th day of January, 1812.

JNO. SIMKINS, *O. E. D.*

SOUTH CAROLINA, *Edgefield district.*

By Oliver Towles, ordinary of said district.

I do hereby certify, that the foregoing instrument of writing contains a true copy of the original will of William Forbes Taylor, deceased, now of record in my office.

Given under my hand and private seal, (there being no seal of office,) this 7th day of May, A. D. 1839.

OLIVER TOWLES, [SEAL.] *O. E. D.*

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable Adam Beatty, Thomas Monttonnery, and John Trimble, judges of the general court for the State aforesaid, at the capitol in the town of Frankfort, on Thursday, the 8th day of January, 1818, and in the 36th year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
ALEXANDER MCDONALD, defendant.
} In ejectment.

Be it remembered that heretofore, to wit, on the 20th day of December, 1808, the plaintiff, by his attorney, filed in court the following declaration, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c., for that whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, 4,400 acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, until the full end and term of thirty years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, unto the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and doth still hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500, and therefore he brings suit, &c.

J. ALLEN, *Att'y P. ej't.*

14th December, 1818.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the promises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the fourteenth day of the present term of the general court holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To ALEXANDER McDONALD, *Tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that on the 16th day of this month he gave a copy of the foregoing declaration and notice to Alexander McDonald, tenant in possession, and at same [time] informed him of the contents thereof.

Given under my *my* hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a general court, held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff, *against* RICHARD ROE, that is, Alexander McDonald, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Alexander McDonald, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunto written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein, in the room of the said Roe, plead the general issue, confess the lease, entry and ouster, in the declaration supposed, and agree to insist on the title only, judgment shall be entered up for the plaintiff, and the Commonwealth writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, on the next fair day, and then and there lay of the same as either party may require, having regard to the interest of *of* both parties; state matters of fact specially, and return four fair plats and reports thereof, to the clerk's office before the day of hearing, and the sheriff of said county is directed to attend said surveyor, and remove force should any be offered.

And afterwards, at a general court, held as aforesaid, on the 9th December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff, } In ejectment.
against
Richard Roe, (*i. e.*) Alexander McDonald, def't.

Defendant made.

It is ordered by the court, with the assent of the parties, that Alexander McDonald, the tenant in possession, be made defendant in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in plea of trespass and ejectment of the messuage and land in question, and immediately plead thereto, not guilty; and upon the trial of the issue, confess lease, entry and ouster, and insist upon the title only; and it is further ordered, that if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing lease, entry and ouster, as aforesaid, then the lessor of the plaintiff shall pay cost, if the plaintiff himself does not pay them. Whereupon, the said defendant came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry and ouster in the declaration supposed, and agree to insist on the title only at the trial; and he further says, that he is in nowise guilty of the trespass and ejectment aforesaid, and puts himself upon his country, and the said plaintiff likewise; therefore let a jury come, &c. &c.

And afterwards, at a general court, held as aforesaid, on the 8th day of January, 1818, it being the day and year first herein before written, until which time this suit was regularly continued, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff. } In chancery.
against
Alexander McDonald, defendant.

This day came the parties, by their attorneys, and on motion of the plaintiff, by his attorney, leave is given him to amend his declaration by extending the demise in the declaration herein, from ten to thirty years, to which the defendant by his counsel, objects, but was overruled; and thereupon come a jury, to wit: Thomas Lewis, Joseph Taylor, Elias McCrane, Thomas H. Graves, Oliver Brown, William Ducker, Joseph Craig, Thos. Bell, George Marshall, John Adams, John B. Russell, and Andrew R. Lindsey, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict: We of the jury do find the defendant guilty of the trespass in the declaration mentioned, and do assess his damage to one cent. Therefore, it is considered by the court, that the plaintiff recover against the said defendant, his term yet to come of and in the messuage and lands, with the *with the* appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended, and the said defendant may be taken,

&c.; whereupon, the plaintiff prays a writ to the sheriff of the said county, to be directed to cause him to have his possession of his term aforesaid yet to come, &c.

And afterwards, at a court held as aforesaid, on the 16th day of January, 1818, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff. } In ejectment.
against
Alexander McDonald, defendant. }

On the motion of the defendant, it is ordered, that William Cuswell, Daniel Mitchell, Elijah Travis, Jacob Walis, John Graves, John Summers, and Josiah Mann, be appointed commissioners, under the occupant claimant law, to value and assess the improvements, &c., and by consent, the defendant is to exhibit his title at the return of commissioners' report, until which the question, whether he hath such title as entitles him to pay for his improvements, &c., under the occupant claimant law, is reserved, and the plaintiff agrees, on the hearing of said motion, to admit the execution of the deeds, and power of attorney, and recording of the same, as set forth in the bill of exceptions heretofore taken in the cause of said plaintiff against McDonald, &c. &c., and the decision of which case by the commissioners appointed, is reported in 2 Bell's Reports, page 420. The plaintiff also agrees that copies of said deed, taken from said record, may be used in the same way that the original could, if produced.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court, do certify, that the foregoing five pages contain a full, true, and complete transcript of the record and proceedings had in the suit of ejectment of John Doe, on the demise of William F. Taylor, against Alexander McDonald, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my name, as clerk aforesaid, and affixed the seal of said court, this tenth day of Decem-
[L. S.] ber, in the year of our Lord, 1840, and in the 49th year of the Commonwealth.

Att: A. H. RENNICK, *C. G. C.*

Fee and tax, Att: A. H. RENNICK.

STATE OF KENTUCKY, *ss:*

I, Mason Brown, presiding judge of the general court in the State aforesaid, do certify, that Alexander H. Rennick, who hath signed his signature to the above certificate, was, at the time of doing the same, the clerk of the said general court, and that his certificate is in due form of law.

Given under my hand and seal, this 12th day of December, 1840.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* BIGGER HEAD, defendant. } In ejectment.

Be it remembered, that hereto, to wit: on the day of , the plaintiff, by his attorney, filed in *in* the clerk's office of said court, declaration in ejectment, which is as follows, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe in custody, &c. For that whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances unto, to the said John Doe and his assigns, from the last of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit: the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, his term aforesaid not being then nor yet ended, ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore brings suit, &c.

J. ALLEN, *Att. P. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

TO BIGGER HEAD, *Tenant in Possession.*

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month he gave a copy of the foregoing declaration and notice to Bigger Head, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JOHN RENNICK, *C. G. C.*

And afterwards, at court continued and held on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* BIGGER HEAD, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Bigger Head, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein in the room of said Roe, plead the general issue, confess the lease, entry and ouster, in the declaration supposed, and agree to insist on the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, on the next fair day, and then and there survey and lay off the same as either party may require, having due regard therein to the interest of both parties; state *of* matters of fact specially, and return four fair plats and reports thereof to the clerk's office, before the day of hearing; and the sheriff of said county is directed to attend the said surveyor, and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d day of December, 1808, the following order [was] made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (*i. e.*) BIGGER HEAD, def't. } In ejectment.

Ordered, that the order of survey, entered herein on Tuesday, be amended by the striking out the words, "as either party may require, having regard therein to the interest of both parties," in such of the said order where those words occur, and inserting in lieu thereof the words, "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expressions wherein they may be omitted.

And afterwards, at a general court, continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (*i. e.*) BIGGER HEAD, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that Bigger Head, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants by Mary McDonald, their mother and guardian, Mary McDonald, widow of Richard McDonald, deceased, and Alexander McDonald, be made defendant in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue, they confess lease, entry and ouster, and insist upon the title only. It is further ordered, that if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry and ouster, as aforesaid, then the lessor of the plaintiff shall pay the cost, if the plaintiff himself does not pay them. Whereupon, came the said defendant into court, and defends the force and injury when and where, and confessed the lease, entry and ouster, in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of *of* the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first herein before written, the following verdict was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
BIGGER HEAD, defendant. } In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubeal Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned,

and assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.; whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff vs. Bigger Head, defendant, as wholly as the same remains of record and on file in my said office.

In testimony whereof, I have hereto set my hand and affixed [L. s.] the seal of said court, at my office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 40.

COMM'TH OF KEN'Y, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Ky., do hereby certify that the above A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1808, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ELIJAH WHITTEN, Deft. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff by his atto. filed, in the clerk's office in the court aforesaid, his declaration in ejectment, and which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Caro-

lina, the first day of April, in the year 1808, in the *the* county aforesaid, had granted, demised, and to farm let to the said John Doe, messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid: to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe unto the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, unto the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then, nor not yet, ended) ejected, impelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500—therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim [ ] day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, Jno. Hanna made oath, that on the 17th day of this month, at the house of the within named Elijah Whitten, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Whitten, the wife of the within Elijah Whitten, being a free white person over the age of 16 years, of the said Whitten's family, he being from home; at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

At a general court continued and held on the 20th day of December, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff, *against* RICHARD ROE, (id est, Elijah Whitten,) Deft. } In ejectment.

This day came the pl'ff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that Elijah Whitten, tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself a defendant in the room of the now def't Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial—judgment will be entered up for the pl'ff, and the Commonwealth's writ of habere facias possessionem awarded him. And it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties, on the day of next, if fair—if not, the next fair day—and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, before the day of trial; and the sheriff of said county is ordered to attend the said survey, to remove force should any be offered. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, *to* viz:

JOHN DOE, on demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. Elijah Whitten,) deft. } In ejectment.

It is ordered by the court, with the consent of the parties, that Elijah Whitten, the tenant in possession, be made deft. in the room of the now deft. Richard Roe, &c., and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the deft., and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster in the declaration aforesaid, then the lessor of the plaintiff shall pay the costs, if the *the* plaintiff himself does not pay them. Whereupon the deft. came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country—and the pl'ff likewise. Therefore let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ELIJAH WHITTEN, deft. } In chancery.

On motion of the pl'ff by his attorney, it is ordered that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair—if not, then on the next fair day—and there survey and lay off the same as either party may direct, having due regard to all the deeds and other evidences that may [be] produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered, that the sheriff of said county do attend the said surveyor, and remove force if any should be offered. And this cause is continued until the next term.

And now, to wit, it being the day and year first aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ELIJAH WHITTEN, deft. } In ejectment.

This day came the parties by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the deft. by his counsel objected, which objection was overruled. And thereupon came a jury, to wit: Samuel Ware, Parselus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws—who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into the court the following verdict: "We of the jury find the deft. guilty of the trespass in this declaration mentioned, and do assess the plaintiff's damages occasioned thereby to *to* one cent." It is therefore considered by the court, that the plaintiff recover against the said deft. his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his cost about his suit in this behalf expended; and the said deft. may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term af'sd, yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full,

true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff vs. Elijah Whitten, deft., as wholly as the same now remains of record on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court at [my] office, this 1st day of March, A. D. 1841. [L. S.]

A. H. RENNICK, *C. G. C.*

Tax and fee $2 40.

COMM'TH OF K'Y, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Ky., do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of the said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on demise of William F. Taylor, plaintiff, *against* JONATHAN PETER, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres *acres* of land, with the appurtenances, lying and being in the county aforesaid: to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of

April, in the year aforesaid, [ ] with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Atto. P. ej.*

December 14th, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, or otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month he gave a copy of the foregoing declaration and notice to Jonathan Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my [hand] this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court continued and held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, i. e. JONATHAN PETER, Def't. } In ejectment.

This day came the plaintiff by his attorney, and it appearing from the affidavit of John Hanna, that Jonathan Peter, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order,) appear at the next term and enter himself defendant therein, in the room of the said Richard Roe, plead to the general issue, confess the lease, entry, and ouster in the plaintiff's declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of *habere facias possessionem* awarded.

And it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties, on the day of if fair, if not, then on the next fair day, and survey and lay off the same as either party would have, having due regard to all deeds and other evidence that may be produced, and to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial, and the sheriff of said county is ordered to attend said surveyor, and to remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JONATHAN PETER, Defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that Jonathan Peter, tenant in possession, James McDonald, Joseph McDonell, Griffith McDonell, Mary McDonell, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty; and upon the trial of the issue, if a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them; whereupon, came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial; and they further say, that they answer nowise guilty of the trespass and ejectment aforesaid, and of this they put themselves on the country, and the plaintiff likewise; therefore let a jury come, &c. And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following verdict was rendered in the case, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JONATHAN PETER, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel

Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes; who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: we of the jury find the defendant guilty of the trespass in this declaration of ejectment, and do assess the plaintiff's damage, by occasion thereof, to one cent. It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended, and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alex. H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the records and proceedings, between John Doe, on the demise of William F. Taylor, plaintiff, against Jonathan Peter, as wholly as the same remains of record, and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of the said court, at office, this 1st March, 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Kentucky, do hereby certify that the above named A. H. Rennick, was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on the 11th day of March, 1841.

MASON BROWN, [SEAL.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of WILLIAM F. TAYLOR, plaintiff,
against
MARY LEWIS, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of 18, the plaintiff, by his attorney, filed in the clerk's office of the afore-

said court his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand and four hundred acres of land, with the appurtenances, as lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be completed and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and still doth hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. ej.*

December 14th, 1808.

MADAM: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To MARY LEWIS, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in said county, John Hanna made oath, that he gave a copy of the foregoing declaration and notice to John Lewis, over 16 years of age, son of the within named Mary Lewis, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) MARY LEWIS, def't. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna, that Mary Lewis, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and she not appearing, it is ordered, that unless she (having legal notice of this order,) appear here at the next term and enter herself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county, do go on the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered; and further proceeding herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) MARY LEWIS, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that Mary Lewis, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of Richard Roe, and shall appear to the plaintiff's action immediately, and receive a declaration on a plea of trespass and ejectment of the land in question, and plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit no further, for any other cause than not

confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them; whereupon, came the said defendant into court and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment in the declaration supposed, and of this they put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plt'ff,
against
MARY LEWIS, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plt'ff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the def't, by her counsel, objected, which objection was overruled; and thereupon came a jury, to wit, Samuel Ware, Paulus E. Irwine, Joseph Craig, Allen Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit, "we of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had therein in a suit in ejectment wherein John Doe on demise of William F. Taylor is plaintiff, and Mary Lewis is defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed [L. S.] the seal of said court at office, this 2d day of March, 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

[REC. LXXII, J. T. 1843.]—32

STATE OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that A. H. Rennick was, at date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Ky., on the 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, the 9th day of January, 1818, and in the year of the commonwealth.

JOHN DOE, on demise of William F. Taylor, plt'ff,
against
JESSE PRIOR, def't. } In ejectment.

Be it remembered that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court his declaration in ejectment, which is as follows, *to* viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe on the demise of Richard Roe, in custody, &c.; for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county and State aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March, then last past, unto the full end and term of years thence next following, and fully to be completed and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held, and doth still hold out, and other enormities then and there offered him, against the peace and dignity of the commonwealth, and to the damage of said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

14th December, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To JESSE PRIOR, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, Jno. Hanna made oath that, on the 17th day of this month he gave a copy of the foregoing declaration and notice to Jesse Prior, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JESSE PRIOR, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Jesse Prior, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term and enter himself defendant in this suit in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial, judgment shall be entered up for the plaintiff, and the commonwealth's writ of *habere facias possessionem* awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require; state all matters of fact specially, and return four fair plats thereof to the clerk's office before the day of hearing; and that the sheriff of said county attend the surveyor and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e.) Jesse Prior, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that Jesse Prior, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law *of* of Richard McDonald, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in the plea of trespass and ejectment of the land in question, and plead thereto immediately not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon came the defendants into court, and defend the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial; and they further say that they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise. Therefore let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first herein written, the following judgment was entered, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JESSE PRIOR, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave was given him to amend his demurrer by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendants, by their counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alen Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration in ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff

recover against the defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendants may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and Jesse Prior is defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed [L. S.] the seal of said court at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY:

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *ss:*

Pleas held before the Hon. A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
WILLIAM PETER, defendant. } In ejectment.

Be it remembered that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is as follows, to wit:

STATE OF KENTUCKY, *Washington County, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Caroli-

na, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered; and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the plaintiff $500; therefore he brings suit, &c.

December 14th, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession. Yours, &c.,

RICHARD ROE.

To WILLIAM PETER, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Peter, tenant in possession, and at the same time informed him of the contents thereof. Given under my hand this 20th day of Dec'r, 1808.

And afterwards, to wit, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that William Peter, the tenant in

possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not the next fair day, then and there survey and lay off the same as either party may require, having regard therein to the interest of both parties, state all matters of fact specially, and return four fair plats and certificates to the clerk's office before the day of trial; and that the sheriff attend the said surveyor, attend and remove force, should any be offered.

And afterwards, on the 22d of December, 1808, the following order was made, viz:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
WILLIAM PETER, defendant. } In ejectment.

Ordered, that the order of survey entered herein on Tuesday be amended, by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where these words occur, and inserting in lieu thereof the words, "either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expression wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
RICHARD ROE, (i.e.) WM. PETER, deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Peter, the tenant in possession, be made defendant in the room of the defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if upon the trial of the issue verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the cost, if the plaintiff himself does not pay them. Whereupon the *the* defendant came into court, and

defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on his title only at the trial; and he further says, he is in nowise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and plaintiff likewise; therefore let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made:

JOHN DOE, on the *on the* demise of William F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not then the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence which may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court at least thirty days before the day of trial. And it is further ordered, that the sheriff of said county do attend the said surveyor, and remove force if any be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by extending the demise from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected; which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, Jas. Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being duly elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass and ejectment in the declaration mentioned, and assess the plaintiff's damage to one cent." It is therefore considered by the court, the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, to-

gether with his damage aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alex. H. Rennick, clerk of the general court for the State aforesaid, do hereby certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and William Peter is defendant, as wholly as the [same] remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and affixed the seal of said court at office, this 2d day of March, 1841.

[L. S.] Tax and fee, $2 40. A. H. RENNICK, *C. G. C.*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on the 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the General Court, at the Capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM WILLIS, defendant. } In ejectment.

Be it remembered that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed his declaration in ejectment in the court aforesaid, which is as follows, to wit:

STATE OF KENTUCKY, *Washington County, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last of March then last past, unto the full end and term of years

thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, and, &c.

J. ALLEN, *Att. P. q.*

14th December, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession. Yours, &c.,

RICHARD ROE.

To WILLIAM WILLIS, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Willis, tenant in possession, and at the same time informed him of the contents thereof. Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e.) Wm. Willis, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that William Willis, the tenant in possession of the premises in the declaration mentioned, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered that unless he, having legal notice of this order, doth appear here at

the next term and enter himself defendant in this suit in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, and agree to insist on the title only at the trial, that judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties on the day of if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having due regard therein to the interest of both parties, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing; and that the sheriff of said county do attend the said surveyor, and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d of Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (*i. e.* William Willis) deft. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday be amended by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where the words occur, and inserting in lieu thereof the words "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expression wherein they may be omitted.

And afterwards, at a court continued and held on the 9th day of Dec'r, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. William Willis,) deft. } In ejectment.

It is ordered by the court with the assent of the parties, that William Willis, the tenant in possession, and Samuel Loe, be made defendants in the room of the now defen't Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the def'ts, and the pl'ff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them: whereupon came the said defendant into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiffs likewise. Wherefore let a jury come.

And afterwards, at a court continued and held as aforesaid, on the 16th July, 1812, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. William Willis,) deft. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either party shall require, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court at least thirty days before the day of trial; and that the sheriff of said county do attend the surveyor, and remove force should any be offered.

And the cause is continued until the next term.

And now, to wit: on the 9th of January, 1818, *the* it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM WILLIS, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years; which was done accordingly. To which the defendant, by his counsel, objected; which objection was overruled by the court.

Whereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex. Andrews, Jas. Ellis, Abram Zook, Jas. Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who being duly elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plaintiff's damage, by occasion thereof, to one cent.

It is therefore considered by *by* the court that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and land, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended;

and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ *may* to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and William Willis is defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and [L. S.] affixed the seal of said court, at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 40.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, March 11, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct.*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of WILLIAM F. Taylor, plaintiff,
against
WILLIAM SHOEMAKER, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c. For that, whereas Wm. F. Taylor, a citizen of the State of South Carolina, the first day of April, 1808, in the county aforesaid, had granted, demised, and to farm let, to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances lying and being in the county aforesaid; to have and

to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then last past until the end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended) ejected, expelled, amoved, and him from his possession aforesaid held out, and doth still hold out; other enormities then and there offered him against the peace and dignity of the Commonwealth, to the damage of the said plaintiff $500. And therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month he gave a copy of the foregoing declaration and notice to William Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Wm. Shoemaker,) defen't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that William Shoemaker, tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereof underwritten, and

he not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term and enter himself defendant herein in the room of said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem be awarded.

And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and there survey, lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, report all matters of fact specially, return four fair plats and certificates thereof to the clerk's office of this court before the day of trial. And the sheriff of said county is ordered to attend the said surveyor, to remove force if any should be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
WILLIAM SHOEMAKER, defendant.
} In ejectment.

It is ordered by the court, with the assent of the parties, that William Shoemaker, tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue they confess the lease, entry, and ouster, and insist upon the title only.

It is further ordered, that if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, the lessor of the plaintiff shall pay the cost, if the plaintiff himself does not pay them.

Whereupon came the said defendants, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise. Therefore let a jury come, &c.

And now, to wit, at a court held on the day and year first aforesaid, the following verdict was rendered herein, to wit:

JOHN DOE, on the demise of WILLIAM F. TAYLOR, plaintiff, *against* WILLIAM SHOEMAKER, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected; which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage occasioned thereby to one cent."

It is therefore considered by the court that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against William Shoemaker, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and [L. S.] affixed the seal of said office, this 1st day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMM'TH OF KY., *sct:*

I, Mason Brown, presiding judge of *of* the general court for the State of Ky., do hereby certify that the above named A. H. Rennick was at the date of the above certificate, and still is, clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM ROGERS, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed, in the clerk's office of the aforesaid court, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of the said John Doe; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, amoved, and him from his possessions aforesaid held out, and doth still hold out; and other enormities then and there offered him against the peace and dignity of [the] Commonwealth, and to the damage of the plaintiff $500—and therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

December 14, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If therefore you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To WILLIAM ROGERS, *Tenant in possession.*

[REC. LXXII, J. T. 1843.]—34

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Rogers, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE and William Rogers, defts. } In ejectment.

This day came the plaintiff by his attorney, and it appearing, from the affidavit of John Hanna, that Wm. Rogers, tenant in possession of the premises, has been duly served with a copy of the plff's declaration, with the notice thereunder written, and he not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term, and enter himself deft. herein in the room of the said Roe, plead the general issue, confess the lease, entry and ouster in the declaration supposed, and agree to insist upon the title only at trial, judgment will be entered for the plff., and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing, and that the sheriff of said county attend the surveyor and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. Wm. Rogers,) deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Rogers, the tenant in possession, be made defendant in the room of the now defendant, Richard Roe, and shall immediately appear to plff's action, receive a declaration in a plea of *of* trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the def't, and the plaintiff shall not prose-

cute his suit for any other cause than not confessing the lease entry and ouster aforesaid, the *the* lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon the defendant comes into court and defends the force and injury, when and where, &c., confessed the lease, entry and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And he further says, he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise. Therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM ROGERS, defendant.	In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his decl'n by extending the demise in the declaration from 10 to 30 years, which [was] done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubail Allen, John B. Wooldridge, and Henry Haws; who, being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: we of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plaintiff's damage, by occasion thereof, to one cent. It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, together with his damages afs'd, in form afs'd assessed; and also his costs about his suit in this behalf expended, and the said defendant may be taken, &c. Whereupon the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment wherein John Doe, on the demise of William F. Taylor, is plaintiff, and Wm. Rogers, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and [L. s.] affixed the seal of the said court, at [my] office, this 4th day of March, 1841.

Tax and fee, $2 20. A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capital in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM HARBOURD, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed, in the clerk's office of said court, his declaration in ejectment, which is as follows, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand and four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe, unto the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500— and therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

December 14, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some

part of them, being in your possession, and to which I have no title. If therefore you claim any thereto, and intend to defend it, you must appear the fourteenth of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To WILLIAM HARBOURD,
Tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before [me] John Hanna, a justice of the peace in and for said county, made [oath] that, on the 16th day of this month, at the house of the within named Wm. Harbourd, on the premises within mentioned, he gave a copy of the foregoing declaration and notice to Mrs. Harbourd, the wife of the within named Wm. Harbourd, a free white person, over the age of 16 years, of the said Harbourd's family, (he being from home,) and at the same time informed her of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court begun and held on the 20th December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. Wm. Harbourd,) def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, by the affidavit of John Hanna, that William Harbourd, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term of this court, and enter himself defendant in the room of the now def't Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him.

And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, *the* then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court before the day of trial; and the sheriff of said county is

ordered to attend the said surveyor, to remove force, should any be offered. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th Dec'r, 1809, the following order was made:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Wm. Harbourd,) deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Harbourd, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian; and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made def'ts in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty; and if upon the trial of the issue a verdict shall be given for the def'ts, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plff. shall pay the costs, if the plaintiff himself does not pay them. Whereupon come the def'ts into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on his title only at the trial.

And they further say, that they are in [no]wise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon the country, and the plff's likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first herein written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
WILLIAM HARBOURD, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff leave was given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: [

] "We of the jury find the def't guilty of the trespass in this declaration of ejectment mentioned, and do assess the plff's

damage by occasion thereof to one cent." It is therefore considered by the court, that the pl'ff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages af'd, in form afs'd assessed, and also his costs about his suit in this behalf expended; and the said def't may be taken, &c.; whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment wherein John Doe, on the demise of William F. Taylor, is plaintiff, ag'st William Harbourd, defendant, wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and af-
[L. S.] fixed the seal of said court, this 5th day of March, A. D. 1841.

Tax and fee, $2 20. A. H. RENNICK, *C. G. C.*

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal on the 11th day of March, 1841.

MASON BROWN, [SEAL.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capital in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
THOMAS CULL, defendant.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas Wm. F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid,

had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; [ ] with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, [ ] from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and still [doth] hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings his suit, &c.

J. ALLEN, *Atto. P. q.*

14 *December*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If therefore you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To THOMAS CULL.

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month, he gave a copy of the foregoing declaration and notice to Thomas Cull, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court began and held on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Thomas Cull,) defendant. } In ejectment.

This day came the pl'ff, by his attorney, and it appearing, from the affidavit of John Hanna, that Thomas Cull, the tenant in pos-

session of the premises, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written. He not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go upon the land in controversy on the day of next, if fair, if not, then the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th of Dec'r, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Thomas Cull,) defendant. } In ejectment.

It is ordered by the court, and with the assent of the parties, that Thomas Cull, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made def'ts in the room of the now def't Richard Roe, and shall immediately appear to the plaintiff's action, and receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto—not guilty; and [if,] upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid; then the lessor of the plaintiff shall pay the costs, if the pl'ff himself does not pay them. Whereupon came the said deft's into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, they are in nowise guilty of *the of* the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise. Therefore, let a jury come, &c.

And now, to wit, on the 9th of January, 1818, the following verdict was had in the case, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* THOMAS CULL, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the pl'ff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the def'ts objected, which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who being elected, tried and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the def't guilty of the trespass in this declaration of ejectment, and assess the plaintiff's damages by occasion thereof to one cent.

It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form afs'd assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the pl'ff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term afs'd yet to come, &c.

And afterwards, at a court continued and held as afs'd, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* THOMAS CULL, defendant. } In ejectment.

On motion of the def't, it is ordered, that William Cardwell, Daniel Mitchell, Elijah Fravis, Jacob Walls, Jno. Graves, Jno. Sanders, and Jonah Mann, be appointed commissioners, under the occupant claimant law, to assess and value the improvements, &c.; and, by consent, the def't is to exhibit his title at the return of the commissioners' report. Until which time, the question—whether he hath such title as entitles him to pay for such improvements, &c., under the occupying claimant law, is reserved; and the pl'ff agrees, on the hearing of the said motion, to admit the execution of the said deeds and powers of attorney, and recording of the same, as set forth in the bill of exceptions heretofore taken in the cause of the said plaintiff against McDonald's heirs, &c., and the decision of which case by the comm'rs appointed, is reported in 2 Bibb's reports, page 420.

The plaintiff also agrees, that copies of said deeds taken from said record may be used in the same way that the original could if produced.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that [the] foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said [suit] in ejectment, wherein John Doe, on the demise of William F. Taylor [is] plaintiff, and Thomas Cull, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and caused the seal of said court to be affixed at Frankfort, this [L. S.] 1st day of March, A. D. 1841.

Att: A. H. RENNICK, *C. G. C.*

Tax and fee, $2 40.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (*i.e.*) SAMUEL LEWIS, def't. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures following, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: that whereas, William F. Taylor, a citizen of the State of South Carolina, the first of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, *with the appurtenances lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances*, unto the said John Doe, and

his assigns from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid with the appurtenances entered, and was thereof possessed, until the said Richard Roe afterwards, to wit: the second of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, [entered, and the said John Doe] from his farm aforesaid (his term not being then nor yet ended) ejected, expelled, and amoved; and him from his possession aforesaid held out, and doth still hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 19th day of this month he gave a copy of the within notice to Samuel Low, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of October, 1808.

JNO. RENNICK.

And afterwards, to wit, at a court continued and held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff,
against
RICHARD ROE, (*i. e.*) Samuel Low, def't.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Samuel Low, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice

of this order) appear here at the next term and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry and ouster in the declaration supposed, and agrees to insist upon the title only at trial, judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having regard therein to the interest of both parties; state all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office before the day of hearing: and that the sheriff of said county do attend the said surveyor, and remove force should any be offered.

And afterwards, at a court held and continued as aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, a citizen of the State of South Carolina, pl'ff, *against* RICHARD ROE, defendant. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday, be amended by striking out the words, "as either party may require, having regard therein to the interest of both parties," in such of the said orders where those words occur, and insert in lieu thereof the words, "as either party would have it, having regard to all deeds and other evidence that may be produced;" and inserting the like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* SAMUEL LOWE, defendant. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go upon the lands in controversy on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced; report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court at least thirty days before the day of trial; and the sheriff of the said county is ordered to attend the said surveyor, and remove *by* force, if any should be offered. And this cause is continued until the next term.

And now, to wit, it being the day and year aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of WILLIAM F. Taylor, plaintiff, *against* SAMUEL LOWE, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thos. Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned in court the following verdict, to wit: we of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and assess the plaintiff's damage, by occasion thereof, to one cent. It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the defendant may be taken therefor, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, [to cause him] to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alex. H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Samuel Lowe, defendant, as wholly as the same remains of record, and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of the said court, at office, this 1st day of March, 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand, on the 11th day of March, 1841.

MASON BROWN, [SEAL.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
NOEL WHITTEN, defendant.
} In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court his declaration in ejectment, which is as follows:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in [the] year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

14th Dec'r, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

TO NOEL WHITTEN, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Noel Whitten, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th Dec'r, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. Noel Whitten,) def. } In eject.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that Noel Whitten, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself deft. in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agrees to insist upon his title only at trial—judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem be awarded. And it is further ordered, that the *sheriff* of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, then the next fair day, and then and there survey and lay off the same, as either party would have it, having regard to all deeds and other evidence that may be produced, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing; and that the sheriff of said county do attend the said surveyor, and remove force, should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th day of Dec'r, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff. *against* RICHARD ROE, (i. e. Noel Whitten,) deft. } In eject.

It is ordered by the court, with the assent of the parties, that Noel Whitten, the tenant in possession, be made deft. in the room of the now deft. Rich'd Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty; and, upon the trial of the issue, verdict shall be given for

for the defendant, and the plff. shall not prosecute his suit for any other cause than not confessing the lease, entry and ouster in the declaration aforesaid; then the lessor of the plff. shall pay the costs, if the plaintiff himself does not pay them; whereupon, the defendant came into court and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist upon his title only at the trial. And he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plff. likewise. Therefore let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* NOEL WHITTEN, defendant. } In eject.

On motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next—if fair, if not, then on the next fair *fair* day—and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the trial. And it is further ordered, that the sheriff of said county do attend the said surveyor and remove force, should any be offered. And this cause is continued until the next term.

And now, to wit, on the 9th January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* NOEL WHITTEN, deft. } In eject.

This day came the parties, by their attorneys, and on motion of the plff., leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the deft. by counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the deft. guilty of the trespass in this declaration of ejectment, and assess the plff.'s damage, occasioned

thereby, to one cent." It is therefore considered by the court, that the plff. recover against the said deft., his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said deft. may be taken, &c.; whereupon the plff. prays a writ to the sheriff of said county, to be directed to cause him to have possession of his term aforesaid, yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings between John Doe, on the demise of William F. Taylor, plff., against Noel Whitten, deft., as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand, and affix-
[L. S.] ed the seal of said court at office, this 1st day of March, 1841. Att. A. H. RENNICK.

Tax and fee, $2 25.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State aforesaid, do hereby certify that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of WILLIAM F. TAYLOR, plaintiff, *against* JOHN TAYLOR, deft. } In eject.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of said court, his declaration in ejectment, which is as follows, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas Wm. F. Taylor, a citizen of the State of South Carolina,

the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, [&c.,] from his farm aforesaid (his term aforesaid not being then nor yet ended) expelled and amoved, and him from his possession aforesaid held out, and doth still hold out; and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the plaintiff $500; therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

14*th December*, 1818.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To JOHN TAYLOR, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, at the house of the within named John Taylor, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Taylor, the wife of the within named John Taylor, being a free white person, over the age of 16 years, of the said Taylor's family, he being from home, and at the same time informed *him* of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, to wit, at a court began and held on the 20th of Dec'r, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN TAYLOR, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing, by the affidavit of John Hanna, that John Taylor, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered, that unless he, having legal notice of this order, appear here at the next term, and enter himself def't in the room of the now def't Richard Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial—judgment will be entered up for the plff., and the Commonwealth's writ of habere facias possessionem awarded him. And it is further ordered, that the surveyor of Washington county, do go upon the lands in controversy between the parties, on the day of next—if fair, if not, then on the next fair day—and then and there survey and lay off the same, as either party would have it, having regard to *to* all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial. And the sheriff of said county is ordered to attend the said surveyor, to remove force, should [any] be offered. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of Dec'r, 1809:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICH'D ROE, (i. e. John Taylor,) def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Taylor, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, the widow of said Richard McDonald, deceased, and Alexander McDonald, be made defendants, in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the

said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster aforesaid, and agrees to insist on the title only at the trial; and they further say, they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon their country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, it being the day and year first aforesaid, the following judgment was entered in this case, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN TAYLOR, defendant. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave was given him to amend his declaration, by extending the demise to from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant, his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.; whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Allen H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the records and proceedings between John Doe, on the demise of William F. Taylor, pl'ff, and John Taylor & al., def'ts, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at office, this 1st day of March, A. D. 1841.

Att: A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMM'TH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
PEGGY STALLCUP, defendant.
} In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff by his attorney filed his declaration in ejectment, in the clerk's office of the court aforesaid, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid—to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances in and upon the possession of him the said John Doe, [ ] from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and doth still hold out; and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings his suit, &c.

J. ALLEN, *Atto. P. q.*

December 14, 1808.

MADAM: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some

part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, RICHARD ROE.

To PEGGY STALLCUP, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Peggy Stallcup, tenant in possession, and at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Peggy Stallcup,) defendant. } In ejectment.

This day came the plaintiff by his attorney, and it appearing, from the affidavit of John Hanna, that Peggy Stallcup, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and she not appearing, it is ordered that unless she, having legal notice of this order, appear here at the next term and enter herself defendant in this action, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial—judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair—if not, then on the next fair day—and then and there survey and lay off the same as either party may require, paying due regard to all deeds and other evidence that may be produced; state all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office before the day of hearing; and that the sheriff of said county attend the said surveyor, and remove force should any be offered.

And afterwards, at a court continued and held as aforesaid, on the 22d December, 1808, the following order was made:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* PEGGY STALLCUP. } In ejectment.

Ordered that the order of survey entered herein on Tuesday be amended, by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where the words occur; inserting in the lieu thereof "having regard to *to* all deeds and other evidence that may be produced," and inserting like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff, *against* RICHARD ROE, (i. e.) PEGGY STALLCUP, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that Peggy Stallcup, the tenant in possession, be made deft. in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty. And if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them.

Whereupon the deft. came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and she further says, that she is in no wise guilty of the trespass and ejectment aforesaid, and puts herself upon the country—and the pl'ff likewise. Therefore let a jury come, &c.

And afterwards, on the 16th of July, 1812, the following order was made:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* PEGGY STALLCUP, defendant. } In ejectment.

On motion of the plaintiff by his attorney, it is ordered that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair—if not, then on the next fair day—and there survey and lay off the same as either party may direct, having due regard to all the deeds and other evidence that may [be] produced, report all matters of fact

specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered, that the sheriff of said county do attend the said surveyor, and remove force if any be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first herein before written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* PEGGY STALLCUP, defendant.	In ejectment.

This day came the parties by their attorneys, and on the motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by her counsel objected, which objection was overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwine, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawe—who, being elected, tried, and sworn well and truly to *the* try the issue joined herein, upon their oaths, returned into court the following verdict: "We of the jury find the deft. guilty of the trespass in the declaration of ejectment mentioned, and do assess the plaintiff's damage by occasion thereof to one cent." It is therefore considered by the court, that the plaintiff recover against the deft. his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said deft. may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term af'sd yet to come, &c.

STATE OF KENTUCKY:

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said court in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and Peggy Stallcup deft., as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and affixed the seal of said court at [my] office, this 2d day of March, A. D. 1841. [L. s.]

A. H. RENNICK, *C. G. C.*

Tax and fee $2 40.

[REC. LXXII, J. T. 1843.]—37

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State of Ky., do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the day of January, 1808, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* MARY PETER, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington County, sct:*

John Doe on the demise of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and [to hold] the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March then last past, until the full end and term *thereof* years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the 2d day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possessions aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

14th December, 1808.

MADAM: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession. Yours, &c.,

RICHARD ROE.

To MARY PETER, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month, he gave a copy of the foregoing declaration and notice to Mary Peter, tenant in possession, and at the same time informed her of the contents thereof. Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) Mary Peter, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing by the affidavit of John Hanna that Mary Peter, the tenant in possession, hath been duly served with a copy of the plaintiff's declaration, and the notice *notice* there underwritten, and she not appearing, it is ordered that unless she, having legal notice of this order, appear at the next court and enter herself defendant in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial, *at the trial*, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties, on the day of , if fair, if not then on the next fair day, and survey and lay off the same as either party would have it, having due regard to all deeds and other evidence that may be produced; and report all matters [of] fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend said survey, and to remove force if any should be offered.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made:

JOHN DOE, on the demise of Wm. F. Taylor, plf,
against
MARY PETER, defendant.
} In ejectment.

It is ordered by the court, with the assent of the parties, that Mary Peter, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue, if a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said defendant in court, and defends the force and injury, when and where, &c., and confessed the lease, entry and ouster, in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise; therefore, let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
MARY PETER defendant.
} In ejectment.

This day came the parties by their attorneys, and, on motion of plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irwin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the

messuage and lands, with the appurtenances, in the declaration mentioned, together with the damage aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.; whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings between John Doe, on the demise of William F. Taylor, plaintiff, against Mary Peter, defendant, as wholly as the same remains of record in my office.

In testimony whereof, I have hereto set my hand and affixed [L. S.] the seal of said court, at [my] office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMM'TH OF KEN'Y, *sct:*

I, Mason Brown, presiding judge of the general court of the State [of] Ky., do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JOHN LEWIS, defendant, } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe,

one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid: to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then, nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damages of the said plaintiff $500—and therefore he brings suit, &c.

J. ALLEN, *Atto. P. q.*

14*th Dec'r*, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICH'D ROE.

To JOHN LEWIS, *tenant, &c.*

FRANKFORT COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, Jno. Hanna made oath, that on the 17th day of this month, at the house of the within named John Lewis, on the premises within mentioned, he gave a copy of the within declaration and notice to Mrs. Lewis, the wife of the within named John Lewis, being a free white person over the age of 16 years, of the said Lewis's family, he being from home; and at the same time informed *him* of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a general court began and held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN LEWIS, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna, that John Lewis, in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself a defendant in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him; and it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered; and further proceedings herein are continued to the next term.

And afterwards, to wit: at a court continued and held on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (*i. e.*) JOHN LEWIS, def't. } In ejectment.

It is ordered by the court, with assent of the parties, that John Lewis, the tenant in possession, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infant heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the *the* plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead thereto immediately not guilty; and if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster, as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon, came the said

defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, pl'ff. } In ejectment.
against
JOHN LEWIS, defendant. }

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex'r Andrews, James Ellis, Abram Zook, James [Wight,] David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, viz: We of the jury find the defendant guilty of the trespass in this declaration of ejectment, and do assess the plaintiff's damage, by occasion thereof, to one cent. It is, therefore, considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.; whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit therein, between John Doe, on the demise of William F. Taylor, vs. John Lewis, defendant, as wholly as the same remains on record and on file in my office.

In testimony whereof, I have hereto set my hand, and affixed the [L. S.] seal of said court, at office, this 2d day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court for the State aforesaid, do hereby certify, that the above named A. H.

Rennick, was, at the date of his above certificate, and still is, the clerk of said court, that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct.*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of Wm. F. Taylor, plaintiff,
against
THOMAS SHOEMAKER, defendant. } In ejectment.

Be it remembered, that heretofore to wit, on the day of the plaintiff, by his attorney, filed his declaration in ejectment in the clerk's office of said court, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and [to] farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid, (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit.

J. ALLEN, *Att'y P. q.*

December 14th, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of

them, being in your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise, I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To JOHN HEAD, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day came before me, a justice of the peace in and for said county, John Hanna, [and] made oath that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Thomas Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK, *C. G. C.*

And afterwards, at a general court continued and held on the 20th Dec., 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* THOMAS SHOEMAKER, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Thomas Shoemaker, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that he, having legal notice of this order, appear here at the next term, and make himself a defendant herein, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster, in the declaration supposed, and agree to insist on the title only at trial, judgment shall be entered up for the plff., and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of if fair, if not, then the next fair day, and then and there survey and lay off the same as either party may require, having due regard therein to the interest of both parties, state all matters of fact specially, and return four fair plats and reports thereof, to the clerk's office before the day of trial; and it is further ordered, that the sheriff of said county do attend the said surveyor, and remove force should any be offered. And afterwards, at a court continued and held as aforesaid, on the 9th December, 1809, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, i. e. THOMAS SHOEMAKER, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that Thomas Shoemaker, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and also Mary McDonald, widow of the said Richard McDonald, and Alexander McDonald, be made defendants herein, in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them; whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the said plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th day of January, 1818, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* THOMAS SHOEMAKER, defendant. } In ejectment.

This day came the parties by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alexander Andrews, Jas. Ellis, Abram Zook, Jas. Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "we of the jury find the defendant guilty of the trespass in this declaration, and do assess the *the* plaintiff's damage occasioned thereby, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and land, with the appur-

tenances in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c.

STATE OF KENTUCKY, *sct:*

I, Alex. H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Thomas Shoemaker, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and affixed [L. S.] the seal of said court at office, this 5th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *Washington circuit, sct.*

Pleas before the honorable William L. Kelley, late sole judge of the Washington circuit court, at the court-house, in Springfield, Washington county, Kentucky, on the 17th day of May, 1821.

SAMUEL SAVAGE, surviving executor of William F. Taylor, deceased, *against* WILLIAM WILLIS, guardian to the heirs of Richard McDonald, deceased, and Alexander McDonald.	On petition, &c.

Be it remembered, that on the 16th day of April, 1821, came here into the clerk's office of the circuit aforesaid, plaintiff, and filed his petition, which is as follows, to wit:

STATE OF KENTUCKY, *Washington circuit, sct.*

Samuel Savage, surviving executor of William F. Taylor, deceased, plaintiff, states, that he holds a note under seal, on the defendant William Willis, guardian to the heirs of Richard McDonald, deceased, and Alex. alias Alexander McDonald, his security, in substance, as follows:

$414 $\frac{50}{100}$.

On the first day of January, 1820, *ali* William Willis, guardian to the heirs of Richard McDonald, deceased, and Alexander McDonald, his security, promise to pay to Samuel Savage, surviving executor of William F. Taylor, deceased, the just and full sum of four hundred and fourteen dollars fifty cents, value received.

Witness our hands and seals at Springfield, Washington county, Kentucky, July 21st, 1818.

WILLIAM WILLIS, [SEAL.]
ALEXR. McDONALD, [SEAL.]

Teste: JOHN HUGHES, Jr.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs, &c. W. B. BOOKER, *P. q.*

On which petition there issued the following writ, to wit:

STATE OF KENTUCKY, *Washington circuit, sct.*

Samuel Savage, surviving executor of William F. Taylor, deceased, plaintiff, states, that he holds a note under seal on the defendant William Willis, guardian to the heirs of Richard McDonald, deceased, and Alexr. (alias) Alexander McDonald, his security in substance, as follows:

$414, $\frac{50}{100}$.

On the first day of January, 1820, we, William Willis, guardian to the heirs of Richard McDonald, deceased, and Alexr. McDonald, his security, promise to pay Samuel Savage, surviving executor of William F. Taylor, deceased, the just and full sum of four hundred and fourteen dollars fifty cents, value received.

Witness our hands and seals at Springfield, Washington county, Kentucky, July 21st, 1818.

WILLIAM WILLIS, [SEAL.]
ALEXR. McDONALD, [SEAL.]

Teste: JOHN HUGHES, Jr.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs, &c. WM. B. BOOKER, *P. q.*

A copy, teste: JOHN HUGHES, Jr., *C. W. C.*

The Commonwealth of Kentucky, to the sheriff of Washington county, greeting:

We command you to summon William Willis, guardian to the heirs of Richard McDonald, deceased, and Alexander McDonald, to appear before the judge of our Washington circuit court, at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage, surviving executor of William F. Taylor, deceased, exhibited against them, of which the above is a true copy; and have then there this writ.

Witness, John Hughes, jr., clerk of our said court, at the court-house aforesaid, this 16th day of April, 1821, in the 29th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

On which the sheriff made the following return, to wit:

Executed on the defendants William Willis and Alexander McDonald, by delivering to each of them a true copy of the within petition and summons, April 23d, 1821.

J. W. BAINBRIDGE, *D. S.*
For D. CLEAVER, *Sheriff W. C.*

At circuit court continued and held for the Washington circuit, on the 17th of May, 1821: This day came the plaintiff, by his attorney, and the defendants having been duly served with a copy of the plaintiff's petition and summons, and they not appearing, although solemnly called, it is therefore considered by the court, that the plaintiff recover of the said defendants the sum of four hundred and fourteen dollars and fifty cents, with interest thereon to be computed, after the rate of six per centum per annum, from the first day of January, 1820, until paid, the debt in the petition mentioned, as assets in his hands to be administered; and also his costs by him about his suit in that behalf expended; and said defendants, in mercy, &c.

And on the 12th day of June, 1821, there issued on said judgment the following fi. fa., to wit:

The Commmonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you, that of the estate of William Willis, guardian to the heirs of Richard McDonald, deceased, and Alexander McDonald, his security, late of your bailiwick, you cause to be made the sum of four hundred and fourteen dollars and fifty cents, with interest thereon to be computed at the rate of six per centum per annum from the first day of January, 1820, until paid; which Samuel Savage, surviving executor of William F. Taylor, deceased, lately in our Washington circuit court, hath recovered against them for debt as assets in his hands to be administered; also the sum of seven dollars ninety-six cents and five mills, adjudged to him for his costs in that behalf expended, whereof the said Willis, guardian as aforesaid, and McDonald, are convicted, as appears to us of record; and that you have the said debt, interest, and costs before the judge of our said court at the court house in Springfield, on the Saturday succeeding the second Monday in August next, to render to the said Savage, executor as aforesaid; and have then there this writ.

Witness John Hughes, jr., clerk of said court, this 12th day of June, 1821, and the 30th year of the commonwealth.

JOHN HUGHES, Jr.

On which there is the following endorsement:

By order of plaintiff's attorney, either notes on the Bank of Kentucky or any of its branches, or notes on the Bank of the Commonwealth of Kentucky or any of its branches, may be received by the officer in discharge of the whole of this execution.

Attest: JOHN HUGHES, Jr., *C. W. C.*

Sheriff's return.

Came to hand June 15th, 1821. Returned by order of plaintiff's agent.

J. W. BAINBRIDGE, *Dep. Sh'ff.*
For D. CLEAVER, *Sheriff W. C.*

The sheriff is hereby directed to return this execution, as it is the intention of plaintiff to give defendants an indulgence of three months.

JAMES BENTLY, *Ag't for plt'ff.*

And on the 25th of September, 1821, there issued another fieri facias, to wit:

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you that, of the estate of William Willis, guardian to the heirs of Richard McDonald, deceased, and Alex'r (alias) Alexander McDonald, his security, late of your bailiwick, you cause to be made the sum of four hundred and fourteen dollars and fifty cents, with interest thereon, to be computed after the rate of six per centum per annum, from the 2d day of January, 1820, until paid, which Samuel Savage, surviving executor of William F. Taylor, deceased, lately in our Washington circuit court hath recovered against them for debt; also, the sum of eight dollars and sixty-seven cents, adjudged to him for his costs in that behalf expended; whereof the said Willis, guardian as aforesaid, and McDonald, are convicted, as appears to us of record; and that you have the said debt, interest, and costs before the judge of our said court, at the court house in Springfield, on the Saturday succeeding the second Monday in November next, to render to the said Samuel Savage, surviving executor as aforesaid, and have then there this writ.

Witness John Hughes, jr., clerk of our said court, this 25th day of September, 1821, and in the 30th year of the Commonwealth.

JOHN HUGHES, Jr.

On which there is the following endorsement:

By order of the plaintiff's attorney, either notes on the Bank of Kentucky or any of its branches, or notes on the Bank of the Commonwealth of Kentucky or any of its branches, may be received by the officer in discharge of the whole of this execution.

Attest: JOHN HUGHES, Jr., *C. W. C.*

The within is entitled to a credit of two hundred dollars, paid July 4th, 1821, as per receipt given by William B. Booker, attorney for plaintiff, to Lazarus Pierce.

J. W. BAINBRIDGE, *D. S.*,
For D. CLEAVER, *S. W. C.*

Sheriff's return.

Came to hand October 2d, 1821. One negro boy, named Robert, about 22 years of age, given up by the defendants and sold. Mathias Flourneoy became the purchaser, for the sum of $604. Bonds taken therefor and returned herewith.

J. W. BAINBRIDGE, *D. S.*,
For D. CLEAVER, *S. W. C.*

The sale bonds taken by the sheriff in this case are in these words:

Know all men by these presents, that we, Mathias Flourneoy, Leroy Gregory, and John Graves, are held and firmly bound unto Samuel Savage, surviving executor of William F. Taylor, deceased, in the penal sum of five hundred and forty dollars, to the payment of which, well and truly to be made, we bind ourselves, our heirs, and administrators, jointly, severally, and firmly, by these presents; signed with our hands and sealed with our seals this 5th day of November, 1821. The condition of the above obligation is such, that whereas a writ of fieri facias hath issued from the clerk's office of the Washington circuit court, No. 4,419, in the name of said Savage, executor as aforesaid, against the estate of the heirs of Richard McDonald, in the hands of William Willis, guardian to said heirs, and Alexander McDonald, his security, for the sum of four hundred and fourteen dollars fifty cents debt, interest $45 59½, costs $8 67, credited by two hundred dollars, paid July 4th, 1821, also $6 63, the sheriff's half commission and fifty cents for taking this bond, amounting in the whole to $271 90 cts.; said writ hath been levied on one negro boy named Bob, by J. W. Bainbridge, D. S., for D. Cleaver, S. W. C., and said boy hath been sold under said writ on a credit of three months; and the above bound Flournoy became the purchaser thereof for the sum of six hundred and four dollars. Now, if the said Flournoy, Gregory, and Graves, or either of them, shall well and truly pay unto the said Savage, executor as aforesaid, the said sum of two hundred and seventy-one dollars ninety cents within three months from the date hereof, with lawful interest thereon from date until paid, then this obligation to be void; else to remain in full force and virtue in law.

M. FLOURNOY, [L. S.]
LEROY GREGORY, [L. S.]
JOHN GRAVES, [L. S.]

Witness—J. W. BAINBRIDGE, *D. S.*,
for D. CLEAVER, *S. W. C.*

On which said bond there is the following credit:

Fifth February, 1822. Received two hundred dollars on this bond, for which I have this day given M. Flournoy a receipt.

W. B. BOOKER.

Transcript,	$2 50
Seal fee,	1 00
	$3 50

STATE OF KENTUCKY, *Washington circuit, ss:*

I, Charles C. Kelly, clerk of the circuit court for the circuit aforesaid, certify that the foregoing $4\frac{1}{8}$ pages contain a true, full, and complete transcript of the record and proceedings had in the suit therein named.

In testimony whereof, I have hereto set my hand and affixed the seal of said court, at Springfield, this 21st day of April, [L. S.] 1840, and in the 68th year of the commonwealth.

C. C. KELLY.

KENTUCKY, *ss:*

I, Samuel Lusk, sole judge of the Washington circuit court, in the ninth judicial district, in the State aforesaid, do hereby certify that Charles C. Kelly, whose name is affixed to the foregoing, is now, and was when he signed the same, clerk of the said Washington circuit court, and that his said certificate is in due form of law.

Given under my hand this 28th day of April, 1840.

SAMUEL LUSK.

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* CORNELIUS SHOEMAKER, defendant. } In ejectment.

Be it remembered that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas Wm. F. Taylor, a citizen of the [State] of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and *five* thousand four hundred acres of land, with the ap-

purtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last of March then last past unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500. And therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

RICHARD ROE.

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 16th day of this month he gave a copy of the foregoing declaration and notice to Cornelius Shoemaker, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand this the 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court held as aforesaid, on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) Cornelius Shoemaker, defendant.
} In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Cornelius Shoemaker, the tenant in possession of the premises, has been duly served with a copy of

the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that [unless] he (having legal notice of this order) appear here at the next term, and enter himself defendant herein in the room of said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at trial, judgment shall be entered for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go on the land in controversy between the parties, on the day of if fair, if not, on the next fair day, and then and there survey and lay off the same as either party may require, having due regard to the interest of all parties, state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing.

And it is further ordered, that the sheriff of said county do attend the surveyor, and remove force should any be offered.

And afterwards, at a court held as aforesaid, on the 22d December, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, defendant. } In ejectment.

Ordered, that the order of survey entered herein on Tuesday be amended, by striking out the words "as either party may require, having regard to the interest of both parties," in such of the said orders where those words occur, and inserting, in lieu thereof, the words, "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expressions wherever they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th day of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise [of Wm. F. Taylor,] plaintiff,
against
CORNELIUS SHOEMAKER, defendant. } In eject.

It is ordered by the court, with the assent of the parties, that Cornelius Shoemaker, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, Ursella McDonald, infant heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, and receive a de-

claration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue, they confess the lease, entry, and ouster, and insist upon the title only.

It is further ordered, that if, upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them.

Whereupon came the said defendants, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial.

And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise. Therefore let a jury come, &c.

And now, to wit, at a court held on the day and year first aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of WILLIAM F. TAYLOR, plaintiff,
against
CORNELIUS SHOEMAKER, defendant. } In ejectment.

This day came the parties, by their attorney, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubail Allen, John B. Wooldridge, and Henry Haws; who being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent.

It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid *and* assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full,

true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Cornelius Shoemaker, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and [L. S.] affixed the seal of said court, at office, this 4th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, this 11th day of March, 1841.

MASON BROWN. [SEAL.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the ninth day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
SAMUEL PETER, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of said court his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, has granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand and four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe unto the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day [of] April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon

the possession of him the said John Doe entered, and said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500. And therefore he brings suit, &c.

J. ALLEN, *Atto. P. q.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To SAMUEL PETER, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month he gave a copy of the foregoing declaration and notice to Samuel Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th December, 1808.

JOHN RENNICK.

And afterwards, on the day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* SAMUEL PETER, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Samuel Peter, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered that, unless he, having legal notice of this order, appear here at the next term, and enter himself defendant here in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded.

And it is further ordered, that the surveyor of Washington county do go on the land in controversy, on the day of next,

if fair, if not, then on the next fair day, and then and there survey and lay off the same as either party may require, having regard to all deeds and other evidence; to report all matters of fact specially, and return four fair plats, and certificates thereof, to the clerk's office of this court before the day of trial. And the sheriff of said county is ordered to attend the said surveyor, to remove force, should any be offered.

And afterwards, at court continued and held as aforesaid, on the 22d of December, 1808, the following order was made:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Samuel Peter,) deft. } In ejectment.

Ordered, that the orders of survey entered herein on Tuesday be amended by striking out the words "as either party may require, having regard therein to the interest of both parties," in such of the said orders where those words occur, and inserting, in lieu thereof, "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e. Samuel Peters,) deft. } In ejectment.

It is ordered by the court, with the assent of the parties, that Samuel Peter, tenant in possession, James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, and Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and plead immediately thereto not guilty. And upon the trial of the issue, if a verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them.

Whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial. And they further say, that they are in nowise guilty of the trespass and ejectment aforesaid; and of this

they put themselves upon the country, and the plaintiff likewise. Therefore let a jury come, &c.

And now, to wit, on the 9th day of January, 1808, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* SAMUEL PETER, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled.

And thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Jas. Craig, Alex. Andrews, Jas. Ellis, Abram Zook, Jas. Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Haws; who being elected, tried, and sworn *were* and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent.

It is therefore considered by the court, that the plaintiff recover of the said defendant his term yet to come of, in, and to the messuage and land, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said *debt* may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit in ejectment, wherein John Doe, on the demise of Wm. F. Taylor, is plaintiff, and Samuel Peter, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed the seal of said court, at office, this 4th day of March, 1841.

A. H. RENNICK.

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State aforesaid, do hereby certify that the abovenamed A. H. Rennick

was, at the date of his above certificate, and still is, the clerk of said court; that his said certifiate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol in the town of Frankfort, on the day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* ZACHARIAH PETER, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff by his attorney filed in the clerk's office of the court aforesaid his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas, William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto to the said John Doe [and] his assigns, from the last day of March then last past, unto the full end and term of years thence next following, and fully to be complete and ended. By virtue of which demise, the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered; and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold [out,] and other enormities then and there offered to the damage of the said plaintiff $500; and therefore [he] brings suit, &c.

J. ALLEN, *Att. P. q.*

14*th December*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some

part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To ZACHARIAH PETER,
Tenant in possession.

FRANKLIN COUNTY, *sct:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, at the house of the within named Zachariah Peters, on the premises within, he gave a copy of the foregoing declaration and notice to Mrs. Peters, the wife of the within named Zachariah, being a free white person over the age of 16 years, of the said Peters family, (he being from home,) and at the same time informed her of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE, (i. e. Zachariah Peter,) deft. } In ejectment.

This day came the pl'ff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that Zachariah Peter, the tenant in possession of the premises, had been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered that, unless he, having legal notice of this order, appear here at the next term of this court, and enter himself a def't in the room of the now def't Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the pl'ff, and the Commonwealth's writ of habere facias possessionem awarded him. And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair—if not, then on the next fair day—and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, before the day of trial. And further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE (i. e.) Zachariah Peters, defendant.
} In ejectment.

It is ordered by the court, with the assent of the parties, that Zachariah Peters, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, deceased, by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, deceased, and Alexander McDonald, be made defendants in the room of the now defendant, Richard Roe, and shall immediately appear to the plaintiff's action, receive a plea in a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and [if,] upon the trial of the issue, verdict shall be given for the defendants, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does [not] pay them. Whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial. And they further say, they are in no wise guilty of the trespass and ejectment aforesaid, and put themselves upon the country, and the plaintiff likewise. Therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following verdict was rendered in this cause, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
ZACHARIAH PETERS, defendant.
} In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alexander Andrews, Jonas Ellis, Abram Zook, Jas. Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes; who, being elected, tried, and sworn well and truly to try

the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come, of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended. And the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing pages contain a full, true, and complete transcript of the record and proceedings had in the suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Zachariah Peters, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand and affixed [L. S.] the seal of said court at [my] office, this 1st March, A. D. 1841. A. H. RENNICK, *C. G. C.*

Tax and fee, $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of the said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

Parties' names.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN HEAD, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the general court aforesaid his declaration, which is in the words and figures following, viz:

Declaration in ejectment.

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns from the last day of March then last past, unto the full end and term of years, thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him, against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500. And therefore he brings suit, &c.

J. ALLEN, *Att. P. q.*

December 14, 1808.

SIR: You may perceive by the foregoing declaration in ejectment that I am sued for the premises therein mentioned, or some part of them, being [in] your possession, and to which I have no title; if, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To JOHN HEAD, *in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, at the house of the within named John Head, on the premises within mentioned, he gave a copy of the foregoing declaration and notice to Mrs. Head, the wife of the within named John, being a free white person over the age of sixteen years, of the said Head's family, he being from home; and at the same time informed her of the contents thereof.

Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th December, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN HEAD, defendant. } In ejectment.

This day came the plaintiff aforesaid, by his attorney, and it appearing by the affidavit of John Hanna that John Head, the tenant in possession of the premises, hath been duly served with a copy of the plaintiff's declaration, and the notice thereunder written, and he not appearing, it is ordered that unless he, having legal notice of this order, appear here at the next court and enter himself a defendant, in the room of the now defendant Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded him. And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced; to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force should any be offered; and further proceedings herein are continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 9th December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICHARD ROE (i. e.) John Head, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Head, the tenant in possession, be made defendant in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay them. Whereupon the defendant came into court, and defends the force and injury, when and where,

&c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and plaintiff likewise. Therefore let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th day of July, 1812, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN HEAD, defendant. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go on the lands in controversy between the parties on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence that may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court at least thirty days before the day of trial; and it is further ordered, the sheriff of the said county do attend the said surveyor, and remove force if any should be offered. And this cause is continued until the next term.

And now, to wit, on the 9th day of January, 1818, it being the day and year first hereinbefore written, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN HEAD, defendant. } In ejectment.

This day came the parties, by their counsel, and on motion of the plaintiff leave is given him to amend his declaration, by extending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled. And thereupon came a jury, to wit: Samuel Ware, Paulus E. Ervin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn, well and truly, to try the issue joined herein, upon their oath, returned into court the following verdict, to wit: "We, of the jury, find the defendant guilty of the trespass in this declaration of ejectment, and assess the plaintiff's damage, occasioned thereby, to one cent." It is therefore considered by the court that the plaintiff recover, against the said defendant, his term yet to come, of, in, and to the messuage and lands, with the appurtenances in the declaration mentioned, to-

gether with his damage aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon, the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alex. H. Rennick, clerk of the general court for the State aforesaid, do certify, that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said court, between John Doe, on the demise of William F. Taylor, against John Head, as the same now remains of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at office, this 2d day of March, 1841.
[L. S.]

A. H. RENNICK, *C. G. C.*

Tax and fee $2 40.

COMMONWEALTH OF KENTUCKY, *set:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same. Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court, at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JOHN CLARKE, defendant.
} In ejectment.

Be it remembered, that heretofore, to wit, on the day of , the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid his declaration in ejectment, which is as follows, viz:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement and four thousand four hundred acres of

land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered, and was thereof possessed; until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, unto the tenement aforesaid, with the appurtenances, in and upon the possession of him, the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid not being then nor yet ended,) ejected, expelled, and amoved; and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

14th December, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c., RICHARD ROE.

To JOHN CLARKE, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day, before me, a justice of the peace in and for said county, John Hanna made oath that, on the 17th day of this month, he gave a copy of the foregoing declaration and notice to John Clarke, tenant in possession, and, at the same time, informed him of the contents thereof.

Given under my hand this 20th day of December, 1808.

JOHN RENNICK.

And afterwards, at a court began and held on the 20th of December, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICH'D ROE, (i. e. John Clarke,) def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that John Clarke, the tenant in

possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered that, unless he (having legal notice of this order) appear here at the next term, and enter himself defendant herein, in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at the trial—judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded; and it is further ordered, that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next, if fair, if not, on the next fair day, and then and there survey and lay off the same as either party may require, having regard therein to the interest of both parties; state all matters of fact specially, and return four fair plats and reports thereof to the clerk's office before the day of hearing; and that the sheriff of said county do attend the said surveyor, and remove force should any be offered.

And afterwards, at a court began and held as aforesaid, on the 22d of December, 1808, the following order was made, to wit:

John Doe, on the demise of William F. Taylor, plaintiff, *against* Richd Roe, (i. e. John Clarke,) defd. } In ejectment.

Ordered, that the orders of survey, entered herein on Tuesday, be amended by striking out the words "as either party may require, having regard therein to the interest of both parties." In such of the said orders where these words occur, and inserting, in lieu thereof, the words "as either party would have it, having regard to all deeds and other evidence that may be produced," and inserting the like expressions wherein they may be omitted.

And afterwards, at a court continued and held as aforesaid, on the 9th of December, 1809, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* JOHN CLARKE, defendant. } In ejectment.

It is ordered by the court, with the assent of the parties, that John Clarke, the tenant in possession, be made defendant in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment for the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster in the declaration aforesaid, then the lessor of the plaintiff shall pay the costs, if the plaintiff himself does not pay

them; whereupon, the defendant came into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and he further says, that he is in no wise guilty of the trespass and ejectment aforesaid, and puts himself upon the country, and the plaintiff likewise: therefore let a jury come, &c.

And afterwards, at a court continued and held as aforesaid, on the 16th of July, 1812, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JOHN CLARKE, defendant.
} In ejectment.

On the motion of the plaintiff, by his attorney, it is ordered, that the surveyor of Washington county do go on the land in controversy, on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence which may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court at least thirty days before the day of trial. And it is further ordered, that the sheriff of the said county do attend the said surveyor, and remove force if any should be offered. And this cause is continued until the next term.

And now, to wit, on the 9th of January, 1818, it being the day and year first hereinbefore written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
JOHN CLARKE, defendant.
} In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex. Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who, being elected, tried, and sworn well and truly to try the issue joined herein, upon their oaths returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration in ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to

the messuage and lands, with the appurtenances in the declaration mentioned, together with his damages aforesaid, in form aforesaid assessed, and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seven pages contain a full, true, and complete transcript of the record and proceedings had in said suit between the parties therein mentioned, as wholly as the same remains of record and in file on my office.

In testimony whereof I have hereto set my hand and affixed [L. S.] the seal of said court, at office, this 2d of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 40.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM SWINEY, deft. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the aforesaid court, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one mes-

suage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid; to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise, the said John Doe, into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe, afterwards, to wit, the second day of April, in the year aforesaid, with force and arms into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe, from his farm aforesaid, (his term aforesaid, not being then, nor yet ended) ejected, expelled and amoved; and him from his possession aforesaid held out, and still doth hold out; and other enormities then and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plff. $500; and therefore he brings suit.

J. ALLEN, *Att'y. P. q.*

14*th Dec.*, 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if therefore you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To WILLIAM SWINEY, *tenant in possession.*

FRANKLIN COUNTY, *sct:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the foregoing declaration and notice to Wm. Swiney, tenant in possession, and at the same time informed him of the contents thereof. Given under my hand this 20th day of Dec., 1808.

JNO. RENNICK.

And afterwards, at a court began and held on the 20th day of December, 1808, the following order was made, to wit:

JOHN DOE, on the demise of WILLIAM F. Taylor, plaintiff, *against* WILLIAM SWINEY, defendant. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna, that Wm. Swiney, the tenant in possession of the premises, hath been duly served with a copy of

the plff's declaration, and the notice thereunder written, and he not appearing, it is ordered, that unless he (having legal notice of this order) appear here at the next term, and enter himself a deft. herein, in the room of the now deft. Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, enter into the common rule, and agree to insist on the title only at the trial, judgment will be entered up for the plff's, and the Commonwealth's writ of habere facias possessionem awarded him; and it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds and other evidence that may be produced, to report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor to remove force, should any be offered; and further proceedings herein are continued until the next term. No defts. made in this case. And now, to wit, on the 9th of January, 1818, it being the day and year first herein written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
WILLIAM SWINEY, defendant. } In ejectment.

This day came the parties, by their attorneys, and on motion of the plaintiff, leave is given him to amend his declaration by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, viz: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration, [&c.] together with his damages aforesaid, in form aforesaid, [&c.]; and the said defendant may be taken, &c.; whereupon the plaintiff prays a writ to the sheriff, to cause him to have possession aforesaid.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing five pages contain a full,

true, and complete transcript of the record and proceedings had in the suit in chancery, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against William Swiney, as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and affixed [L. S.] the seal of said court at office, this 11th day of March, 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same. Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [SEAL.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable A. Beatty, one of the judges of the general court at the capitol, in the town of Frankfort, on the 9th day of January, 1818, and in the year of the Commonwealth.

Parties Names.

JOHN DOE, on the demise of William F. Taylor, plaintiff.
against
MILBURN HOGG, defendant. } In ejectment.

Be it remembered, that heretofore, to wit, on the day of the plaintiff, by his attorney, filed in the clerk's office of the court aforesaid, his declaration in ejectment, which is in the words and figures following, to wit:

STATE OF KENTUCKY, *Washington County, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, has granted, demised, and to farm let to the said John Doe one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe, and his assigns, from the last day of March, then last past, unto the full end and term of years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances entered, and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year

aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe entered, and the said John Doe from his farm aforesaid (his term aforesaid, not being then expired, nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out, and other enormities then and there offered him against the peace and dignity of the *community*, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

14*th Dec.* 1808.

SIR: You may perceive by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title; if therefore you claim any thereto, and intend to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence, otherwise I shall suffer judgment to pass against me by default, and you will be turned out of possession.

Yours, &c. RICHARD ROE.

To MILBURN HOGG, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath that, on the 16th day of this month, he gave a copy of the foregoing declaration and notice to Milburn Hogg, tenant in possession, and at the same time informed him of the contents thereof. Given under my hand this 20th day of December, 1808.

JNO. RENNICK.

And afterwards, at a court continued and held as aforesaid, on the 20th December, 1808, the following order was made, viz:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* RICH'D ROE, (i. e.) Milburn Hogg, deft. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing from the affidavit of John Hanna that Milburn Hogg, the tenant in possession, hath been duly served with a copy of the plaintiff's declaration and the notice thereunder written, and he not appearing, it is ordered that unless he, having legal notice of this order, appear here at the next term, and enter himself defendant herein, in the room of the said Richard Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial, judgment shall be en-

tered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem awarded. And it is further ordered, that the surveyor of Washington county do go on the lands in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and there survey and lay off the same as either party would have it, having regard to all deeds, and other evidence that may be produced; report all matters of fact specially, and return four fair plats, and certificates thereof to the clerk's office of this court before the day of trial; and the sheriff of said county is ordered to attend the said surveyor, to remove force should any be offered.

And afterwards, at a general court, continued and held as aforesaid, on the 9th day of December, 1809, the following order was made:

JOHN DOE, on the demise of Wm. F. Taylor, plff.
against
MILBURN HOGG, defendant. } In eject.

It is ordered by the court, with the assent of the parties, that Milburn Hogg, the tenant in possession, and James McDonald, Joseph McDonald, Griffith McDonald, Mary McDonald, Elizabeth McDonald, and Ursella McDonald, infants and heirs at law of Richard McDonald, dec'd., by Mary McDonald, their mother and guardian, and Mary McDonald, widow of the said Richard McDonald, dec'd, and Alexander McDonald, be made defendants in the room of the now defendant Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and upon the trial of the issue, if a verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster as aforesaid, then the lessor of the plaintiff, shall pay the costs, if the plaintiff himself does not pay them; whereupon came the said defendants into court, and defends the force and injury, when and where, &c., and confessed the lease, entry, and ouster in the declaration supposed, and agree to insist on the title only at the trial; and they further say that they are in no wise guilty of the trespass and ejectment aforesaid, and of this they put themselves upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And now, to wit, on the 9th of January, 1818, it being the day and year first aforesaid, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
WILLIAM HOGG, defendant. } In ejectment.

This day came the parties by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration by ex-

tending the demise in the declaration from 10 to 30 years, which was done accordingly; to which the defendant by his counsel objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulus E. Irvin, Joseph Craig, Alex. Andrews, Jas. Ellis, Abram Zook, Jas. Wight, David Harris, Thomas Lewis, Shubael Allen, John B. Wooldridge, and Henry Hawes, who being elected, tried, and sworn, well and truly to try the issue joined herein, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass in this declaration of ejectment mentioned, and do assess the plaintiff's damage, by occasion thereof, to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant his term yet to come of, in, and to the messuage and lands, with the appurtenances, in the declaration mentioned, together with his damages aforesaid in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant may be taken, &c. Whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing six pages contain a full, true, and complete transcript of the record and proceedings had in a suit in ejectment, wherein John Doe, on the demise of William F. Taylor, is plaintiff, against Milburn Hogg, defendant, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and af-
]L. S.] fixed the seal of said court, at [my] office, this 5th day of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee $2 20.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify, that the above named A. H. Rennick was, at the date of his above certificate, and still is, the the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Ky., on this 11th day of March, 1841.

MASON BROWN. [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court at the capitol, in the town of Frankfort, on the 17th day of August, 1827, and in the year of the Commonwealth.

JOHN CLARKE, complain't,
against } In chancery.
WILLIAM F. TAYLOR's heirs, &c., defendant.

Be it remembered, that heretofore, to wit, on the 20th day of May, 1822, the complainant, by his counsel, filed his bill in chancery, in the clerk's office of the aforesaid court, which is as follows:

To the honorable the judges of the general court in chancery sitting.

Humbly complaining, showeth to your honors, your orator, John Clarke, a citizen of the State of Kentucky, that, on the 28th day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county where the land hereinafter described then laid, for 1,273 acres of land, on the north side of Beach fork of Salt river, in the present county of Washington, in the words and figures following, to wit: March 28th, 1783, John Gill enters, &c.; an attested copy of which is here exhibited, and made a part of this bill. Your orator is advised and charges, that the said entry is special and valid, and has been surveyed according to law and the terms of location; that, on the 27th day of July, 1786, a grant issued from the Commonwealth of Virginia, to the said John Gill, for the said land, which is also made a part of this bill, bearing date the day and year aforesaid.

Your orator further states, that he is advised, and believes, that the title of said Gill, and equitable to 500 acres of said land, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gach, by deed made by commissioners appointed legally for that purpose, and bearing date the 4th day of October, in the year 1797; an attested copy of which is made a part of this bill; that Gach afterwards conveyed said 500 acres to George Miller, Samuel Lowe, and William Peter, who *deeded* the same, and Miller conveyed 100 acres of his part to the complainant; that, by virtue of his claim so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements.

Your orator further states, that a certain Daniel Broadhead, on the 28th day of October, in the year 1783, made two entries with the proper surveyor—one for 3,000 acres of land, and the other for 1,400 acres of land, and making in the whole 4,400 acres, in the words and figures following, to wit: Daniel Broadhead enters, &c., 3,000 acres, &c.; attested copies of which entries, bearing date the day and year aforesaid, and here shown to the court as a part of this bill; your orator is advised and charges, that the entries are vague and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed, so as to include the land claimed and occupied by your orator, as aforesaid, together with a considerable part of the aforesaid land granted by patent to said Gill; that the said Broadhead has obtained a patent also for the

same, bearing date the day of , prior in date to that of the said Gill; that a certain William F. Taylor, of the State of South Carolina, pretended to be vested with the legal title to the said *trail* of 4,400 acres of land, regularly derived from said Broadhead, on the day of , brought an action of ejectment in this court against your orator, a tenant in possession of the aforesaid tract of one hundred acres of land, and at the January term of this honorable court, in the year 1818, recovered a judgment therefor; and your orator is apprehensive that his representatives or agents will dispos*s* him of the said land, regardless of the superior equitable title of this compl't, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interference of this honorable court; that the said William F. Taylor, sometime since, departed this life, and if he left any heirs capable of taking care of his estate, they are non-residents of this State, and unknown to your orator.

He would further represent that, since the said judgment in ejectment was recovered, he has been informed, and believes, that the said Taylor was, at the *term* he obtained the patent of the Commonwealth of Virginia under which he claims, and ever since, until his death, an alien, and in no manner capable of holding lands in the said Commonwealth, in this State, and never had of the said land, or any part thereof; and he avers, that he never had *no* of the fact, that the said Taylor was an alien, and incapable of holding, until sometime after the said judgment in ejectment.

Your orator further states, that he has understood that one Samuel Savage, of the State of Tennessee, holds out and pretends that he is said Taylor's devisee in said land, and has sued out a scire facias to have execution on said judgment, and obtained a judgment for execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court. He further states, that an execution has issued against him for the costs which he has replevied, and prays the said bond for costs, as well as the judgment for the land enjoined. Your orator avers, that he has discovered, since the condition of the judgment in ejectment, that one Wm. Swiney obtained a patent for said land *elum* in date than that under which said Taylor claims; and he insists and relies on the clear patent of said survey in bar to the pretended right of said Taylor, or his representatives, to the possession of said land. All which actions and doings, &c., in tender consideration, &c.; to the end, therefore, that the unknown heirs of the said Wm. F. Taylor and the said Savage be made defendants to this bill, and may true and perfect answers make to all and singular the allegations thereof, as fully and completely as if they were here again repeated and interrogated; that, by a decree of this court, the said judgment in ejectment may be perpetually enjoined, that the said defendants may be compelled to relinquish and convey to the complainants the above mentioned trail of one

hundred acres of land, and that your orator may have such other and further relief as the nature and equity of the case may require. May it please the court to grant to your orator the Commonwealth's writ of subpœna, with injunction, &c., to be directed, &c., commanding, &c.; and your orator will pray, &c.

J. W. FORBES, *Atto'y for compt.*

I do hereby release all error in the judgment and proceedings at law prayed to be enjoined in the foregoing bill.

Witness my hand and seal this 18th day of March, 1822.

JOHN CLARKE, [L. S.]

Teste: JOEL HALL.

COMMONWEALTH OF KY., *to wit:*

This 18th day of March, 1822, the within compl't, John Clarke, came before me, the undersigned, a justice of the peace in and for the Commonwealth and county aforesaid, and made oath, that the matters and things stated in the above and foregoing bill, so far as they are stated to be of his own knowledge, are true; and what is stated to be derived from information, he believes to be true.

Given under my hand and seal on the day and year aforesaid.

WILLIAM NOEL, *J. P. W. C.*

STATE OF KENTUCKY, *Washington County, sct:*

The clerk of the general court is directed to issue a subpœna with injunction, agreeable to the prayer of the within bill, upon compl't executing bond in his office, with Wm. Willis, his security, in the penalty of five hundred dollars, *continued* as the law directs.

Given under my hand this 11th May, 1822.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a general court began and held on the 14th August, 1823, the following order was made, viz:

JOHN CLAKKE, complainant,
against
THE UNKNOWN HEIRS of Wm. F. Taylor, dec'd, def't. } In chancery.

This day came the compl't by his counsel, and, on his motion, it is ordered, that leave be given him to file a supplemental bill herein, which is filed accordingly; and it appearing to the satisfaction of the court, that the defendants are not inhabitants of this Commonwealth, they having failed to appear and answer agreeable to law and the rules of this court; therefore, on motion of the compl't, it is ordered, that unless the said defendants do appear here on or before the first day of our next term, and answer the original bill and supplemental bill in this cause, the same will be taken against them for confessed, and the matters thereof decreed. And it is further ordered, that a copy of this order be published, in

one of the authorized newspapers printed in the town of Frankfort, for two months successively—and this cause is continued until the next term.

The following is the supplemental bill, to wit:

Supplemental bill.

To the honorable judges of the general court in chancery sitting.

Your orator, John Clarke, by way of amendment, &c., supplement to his original bill filed herein, against the unknown heirs of Wm. F. Taylor, deceased, would respectfully represent: that, on the 20th of January, 1784, a certain Wm. Finney made the following entry with the surveyor of the proper county: William Finney enters 10,000 acres, a Treasury warrant, &c. (Here insert it as per copy herewith filed, as a part of this bill, marked V.) That afterwards, to wit, on the 15th March, 1784, he made the following amendment thereto in the office of said surveyor: Wm. Finney amends his entry of 10,000 acres of land, that begins, &c.—(insert the balance.) (A copy of which amendment is herewith filed as a part of this amended bill, marked Y, bearing date the day and year aforesaid.) That, on the 16th of March, in the year aforesaid, the said Finney caused the same to be surveyed according to law, as will more satisfactorily appear by a copy of the surveyor's or surveyors' return, herewith filed as a part of this bill, marked X.

Your orator further states, &c., charges that the said entry and amendment are special and precise in the call for objects on the ground; and that the objects called for are, and then and there were, of general and sufficient notoriety in their neighborhood, and could have been found, by any subsequent inquiries, with ease and readiness, at the date of the entry. That the said survey was made strictly pursuant to the aforesaid calls in the amended entry. That on the 19th day of May, 1786, the said land, specified in the said entry and survey, and included thereby, was granted by the Commonwealth of Virginia to the said Finney, by the letters patent of the said Commonwealth, a copy of which is here shown to the court, bearing date the day and year last aforesaid, marked V.

That your orator had a claim upon said land, as set forth in his original bill, but judgment in ejectment therefor was obtained against him nevertheless, as will more at large appear by the original bill. That since the said judgment in ejectment, and since the filing of the original bill herein, your orator has purchased in the claim of Finney, from a certain Joel Post and Jas. B. Clarke, who were the legal and equitable proprietors thereof; all which will more fully appear by reference to the deeds of conveyance, filed herewith, marked S, T, W, and made a part of this bill. Your orator is advised, and believes, that he thereby acquired the legal as well as the equitable title to said land, and that the said heirs of Wm. F. Taylor have no title whatever in or to the said land.

In tender consideration, &c. To the end, therefore, that the said unknown heirs may true and perfect answer make, to all and singu-

lar of the above obligations. That the relief prayed for in the original bill may be decreed, and a perpetual injunction to the aforesaid judgment in ejectment, [&c.] and that your orator may have such other and *that* further relief, as the nature and equity of his case may require.

J. W. FORBES, *for Com'pt.*

The following are the exhibits referred to in the foregoing amended bill, to wit:

Exhibit Z.

January 26*th*, 1784.

Wm. Finney enters 10,000 acres upon a treasury warrant, No. 18,693, beginning at the mouth of Long Lick creek; that Powell's *trace* goes up after crossing Chaplen's fork, the first time from the falls to Harrodsburg, to run up the said creek, and up the Beach fork to include the Qug.

A copy, att: JNO. M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *Dep. Regt.*

Exhibit Y.

March 15, 1784.

William Tinney amends his entry of 10,000 acres, that begins at the mouth of Long Lick creek, entered the 20th January, 1784, as followeth, instead of the beginning, in the said entry mentioned, to begin at the corner of Benjamin Moody's 1,800 acre survey, that joins his 3,000 acre survey, on the fork of the Beech fork and the Long Lick creek, being a large poplar and beech on the south branch of the said creek, opposite to a small drain running in on the north side of the said creek; thence along the said Moody's line S. 14º W., about 850 poles, to the southeast corner of his 1,800 acre survey; thence along another line west, to his 3,000 acre survey; thence with a line thereof, S. 14 W., to the Beech fork; thence up the Beech fork, and from the said beginning ,up Powell's trace for Qug.

A copy, test: JNO. M. FOSTER, *Regt. L. Off.*
By JAMES Y. LOVE, *Dep. Regt.*

The following is the surveyor's return referred to, and marked X, to wit:

Surveyed for Wm. Tinney 10,000 acres of land in Jefferson county, Ky., by virtue of a Treasury warrant, No. 18,693, beginning on the south side of Long Lick creek, at a poplar and beech, being the N. E. corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar-tree, and beech, on bank of the Beech fork; thence up the meanders of said fork, and bending thereon 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence north 1,220 poles, to a creek; thence N. 45 W., Long Lick creek 80 poles, to three beeches, corner to Bu-

ford's 2,000 acre survey; thence with his line S. 85 W., 386 poles, to a poplar and beach, corner to said survey; thence N. 37 W., 620 poles, to the beginning.
March 17th, 1784.

[For Plat see original.]

Scale 400 poles per inch.

BEN. PATTEN, *D. S.*
GEO. MAY, *S. G. C.*

A copy, test:

J. M. FOSTER, *Reg. L. Off.*
By J. J. LOOFBORROW, *D. Reg.*

The following is exhibit V, referred to, to wit:

Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, to all to whom these presents shall come, greeting: Know ye, that by virtue and in consideration of a land office treasury warrant, No. 18,693, and issued the 14th day of August, 1783, there is granted, by the said Commonwealth, unto Wm. Tinney aforesaid, of Michael Ryon, a certain tract or parcel of land containing ten thousand acres by survey, bearing date the 16th day of March, 1784, lying and being in the county of Jefferson, and bounded as followeth, to wit: beginning on the south side of Long Lick creek, at a poplar and beech, being the northeast corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, and sugar-tree, and beech, on the bank of the Beech fork; thence up the meanders of said fork, and bending thereon 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence north 1,220 poles, to a beech; thence N. 45 west, 180 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line, south 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 37° W., 620 poles, to the beginning, with its appurtenances; to have and to hold the said tract or parcel of land, with its appurtenances, to the said William Tinney and his heirs forever.

In witness whereof, the said Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, hath hereunto set his hand, and caused the lesser seal of the said Commonwealth to be affixed, at Richmond, on the 19th day of May, in the year of our Lord one thousand seven hundred and eighty-six, and of the Commonwealth the tenth.

P. HENRY.

A copy, test:

JNO. M. FOSTER, *Reg. I. Off.*
By JAMES Y. LOVE, *D. Reg.*

The following is the deed from Post & Clark, referred to, marked W.

This indenture, made this 25th day of April, 1823, by and between Joel Post and James B. Clarke, of the city and State of New York, by Paul J. Booker, their attorney in fact, so constituted by a letter of attorney, by them executed to said Booker, under date the 21st day of January, 1823, and recorded in the Washington county court office, together with the several certificates of proof and authentication, of the one part, and John Clarke, of Washington county, and State of Ky., of the other part—witnesseth, that whereas the said Booker, as attorney as aforesaid, having compromised, on behalf of said Post and Clarke, with a certain Thomas Gash, for the benefit of said John Clarke, the said John claiming title under said Gash, who is desirous of quieting said Clarke's title, to one hundred ten and one-fourth acres of land, part of John Gill's twelve hundred and seventy-three acre patent, under whom said Gash derived title; and also covered by William Tinney's ten thousand acre patent, under which the said Post and Clarke claims title to said one hundred ten and one-fourth acres of land, which is situate in Washington county, Ky., on May's creek, and bounded as followeth: Beginning at a stone on John Lewis line, corner to Wm. Willis'; thence S. 89 W., fifty-four and a half poles, to a sugar-tree and hickory, N. 1 W., 7½ poles, to a hickory; thence S. 64½ W., 72 poles, to two beeches in the forks of a branch; thence down the same 114 poles, to three beeches on the bank of May's creek; thence up the same 42 poles, to two beeches; thence north 85½ E., 110 poles, to a hickory; thence N. 1 W., 44 poles, to a creek on a branch; thence up the same 95 poles, to a stone; thence N. 2 W., 36½ poles, to the beginning.

This indenture witnesseth, that for, and in consideration of, nine shillings per acre to the said Booker, as attorney, as aforesaid, to be paid by the said Gash, the said Booker, as attorney, as aforesaid, do, by these presents, convey to said John Clarke all the right, title, and interest, which the said Post and Clark have in and to said one hundred ten and a fourth acres of land; to have and to hold the said described tract of land to his, the said John Clarke's, proper use, to him and his heirs forever; and the said Post and Clarke, by their said attorney, do warrant and defend the title of said land from themselves, or either of them, and from all and every person or persons claiming under them, or either of them; but from no other person or persons whatever.

In testimony whereof, I have hereunto affixed my hand and seal, as attorney as aforesaid, but not in any other way or event binding myself individually, this the date first written.

PAUL J. BOOKER, [L. S.]
As Att'y for Post and Clarke.

Attest: SAMUEL WILLIAMS,
WILLIAM WILLIS.

[REC. LXXII, J. T. 1843.]—43

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby [certify] that on the day of the date hereof, this indenture was acknowledged before me, in my office, by the within named Paul J. Booker, attorney for Post and Clarke, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereto set my hand, this 7th day of June, 1823.

JOHN HUGHES, *C. W. C.*

And afterward, at a court continued and held as aforesaid, on the 18th of August, 1826, the following order was made, viz:

JOHN CLARKE, complainant,
against
The unknown heirs of WM. F. TAYLOR, and others, defendants. } In chancery.

This day came the complainant, by his counsel, and it appearing to the satisfaction of the court, that the defendants, Samuel Savage and the unknown heirs of Wm. F. Taylor, deceased, are not inhabitants of this Commonwealth, and they having failed to enter their appearance herein, agreeably to law, and the rules of this court—therefore, on motion of the complainant, it is ordered, that unless the said defendants do appear here on or before the first day of the next term, and answer the complainant's bill, the same will be taken for confessed against them, and the matters thereof decreed. And it is further ordered, that a copy of this order be inserted in some authorized newspaper, printed in the town of Frankfort, for two months successively. And the cause is continued until the next term.

The undersigned, printer of the Commentator, an authorized newspaper, (by an act of January 17, 1817,) published at Frankfort, in the State of Kentucky, doth hereby certify that a copy of a certain order of the general court, of August term, 1826, appointing a day for the appearance of absent defendants, in the case of John Clarke, complainant in chancery, against the unknown heirs of Wm. F. Taylor, &c., defendants, was published in the said Commentator, of the 23d of September, 1826, and continued for two months successively; and that the printed paper, hereto annexed, is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th of August, 1827, it being the day and year first herein written, the following decree was entered, to wit:

JOHN CLARKE, complainant,
against
WILLIAM F. TAYLOR's heirs, &c., defts. } In chancery.

This day came the complainant, by his attorney, and the defendants having failed to answer *to answer* the complainant's bill, and

the order of publication made in this cause, at the *next* August term, 1826, having been published for two months successively, in the public newspaper called the Commentator, published in Frankfort, commencing the 23d day of September, 1826, as appears by the certificate of the editor of said newspaper, filed with the clerk of this court, on the 9th day of January, 1827. It is therefore ordered, that the bill and amended bill of the complainants be, and the same is hereby, taken as confessed by said defendants; whereupon, the cause came on to be heard upon the bills and exhibits; and, in consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding on the judgment in ejectment mentioned in the bill, and that they release to the complainant, by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term; and it is further decreed and ordered, that the defendants pay to the complainant his costs herein expended.

Know all men by these presents, that we, John Clarke and William Willis, are held and firmly bound unto William F. Taylor, or his representatives, in the just and full sum of $500; for the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents; sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that, whereas, the above bound John Clarke hath prayed for and obtained an injunction, staying all further proceedings upon a judgment at law, obtained against him in the general court, by the above named Wm. F. Taylor, in an action of ejectment, costs, &c.; and costs until the matter thereof shall be heard in equity. Now, if the said John Clarke and Wm. Willis, or either of them, shall well and truly satisfy and pay the and all costs and damages that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved in whole or any part, then this obligation to be void, else to remain in full force and virtue.

JOHN CLARKE, [L. S.]
By William Willis, his Att'y in fact.
WILLIAM WILLIS, [L. S.]

Know all men by these presents, that I, John Clarke, of the county of Washington, State of Kentucky, do by these presents ordain, constitute, and appoint Wm. Willis, of the county and State aforesaid, my true and lawful attorney, and in my name and for me to put, set, and subscribe my name to a certain injunction bond obtained by order [of] Judge Booker, in a certain suit in the general court of this State, in Frankfort, commenced in said court by Wm. F. Taylor against me and others, for the land I now live on and occupy.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 16th day of May, 1822.

JOHN CLARKE, [L. S.]

Witness—DAVID CLARKE.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing eighteen pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein John Clarke is complainant, and William F. Taylor's heirs, &c. are defendants, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and af- [L. S.] fixed the seal of said court, at office, this 9th of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $4 62½.—A. H. R.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the abovenamed A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct.*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capitol in the town of Frankfort, on the 27th day of August, 1827, and in the year of the Commonwealth.

WILLIAM WILLIS, complainant, *against* WILLIAM F. TAYLOR'S HEIRS, &c., defendant. } Parties' names. In chancery.

Be it remembered, that heretofore, to wit, 20th day of May, 1822, the complainant, by his counsel, filed his bill in chancery in the clerk's office of said court, which is as follows, viz:

Bill in Chancery.

To the honorable the judges of the general court in chancery sitting:

Humbly complaining, showeth to your honors your orator, William Willis, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill, made an entry in the office of the proper surveyor, of the county where the lands hereafter described then laid, for 1,273 acres of land on the north side of the Beech fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c., an attested copy is here exhibited as part of this bill; your orator is advised, and charges that

the said entry is special and valid, and has been surveyed according to law, and the terms of location, that on the 27th day of July, 1786, a grant issued, from the commonwealth of Virginia to the said John Gill, for the said land which is also made a part of this bill, bearing date the day and year aforesaid; your orator further states, that he is advised, and believes, that the title of said Gill, *to* the legal, and equitable, to 500 acres of said land, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gash, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th of October, 1797; an attested copy of which is here made a part of this bill; that said Gash, by deed of bargain and sale conveyed on the day of said 500 acres of said land, to Samuel Lowe, George Miller, and William Peter; that Samuel Lowe afterwards, on the day of conveyed 63 acres of his share of said land to your orator, the said Lowe, Miller, and Peter, having previously deeded the said 500 acres between them; that by virtue of his claims, so derived and in consequence thereof, your orator setled on said land, and made lasting and valuable improvements; your orator further states, that a certain Daniel Broadhead, on the 28th day of October, 1783, made two entries with the proper surveyor, one for 3000 acres of land, and the other for 1,400 acres of land, and making in the whole 4,400 acres, in the words and figures following, to wit:

Daniel Broadhead enters 3,000 acres, &c., and Daniel Broadhead enters 1,400 acres, &c., attested copies of which entries, bearing date the day and year aforesaid, and here shown to the court as a part of this bill; your orator is advised, and charges that the entries are vague, and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed, so as to include the land, or messuage part thereof, claimed and occupied by your orator as aforesaid; together with a considerable part of the assessed land, granted by patent to said Gill; that the said Broadhead has obtained a patent also for the same, bearing date the day of prior in date to that of the said Gill; that a certain William F. Taylor, of the State of South Carolina, pretended to be vested with the legal title to the said tract of 4,400 acres of land, regularly from Broadhead, of the day of brought an action of ejectment in the court against your orator, a tenant in possession of the aforesaid tract of sixty-three acres of land; and at the January term of this honorable court, in the year 1818, recovered a judgment therefor; and your orator is apprehensive that his representatives, or agents, will dispossess him of the said land, regardless of the superior equitable title of this complainant, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interposition of this honorable court; that the said William F. Taylor, some time since, departed this life, and if he left any heirs capable of taking his estate, they are non-residents of this State, and unknown to your orator.

He would further represent, that since the said judgment in ejectment was recovered, he has been informed, and believes, that the said Taylor was, at the time he obtained the patent of the commonwealth of Virginia under which he claims, and ever since till his death, an alien, and in no manner capable of holding lands in the said commonwealth, or this State, and never had actual seisen of the said land or any part thereof; and he avers that he never had notice of the facts, that the said Taylor was an alien, and incapable of holding lands, until some time after the said judgment in ejectment; your orator further states, that he has understood that one Samuel Savage, of the State of Tennessee, holds out, and pretends that he is said Taylor's devisee in said land, and sued out a writ of scire facias, to have an execution in said judgment, and obtained a judgment for an execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court; he further states, that an execution has issued against him for the costs, which he has replevied, and prays the same bond for costs, as well as the judgment for land enjoined; your orator avers, that he has discovered since the rendition of the judgment in ejectment, that one William Tinney obtained a patent for said land, elder in date than that under which said Taylor claims, and he insists, and relies on the elder patent of said Tinney in bar to the pretended right of said Taylor or his representatives, to the possession of the said land; all which actings and doings, &c; in tender consideration, &c; to the end, therefore, that the unknown heirs of the said William F. Taylor, and the said Savage, be made defendants to this bill, and may true and perfect answers make to all and singular the allegations hereof, as fully and completely as if they were again repeated and interrogated, that by a decree of this court, the said judgment in ejectment, may be perpetually enjoined, that the said defendants may be compelled to relinquish and convey to this complainant the above mentioned tract of 43 acres of land; and that your orator may have such other and further relief, as the nature and equity of the case may require, may it please the court to grant to your orator the Commonwealth's writ of subpœna, with injunction, &c. to be directed, &c.; commanding, &c.; and your orator will pray, &c.

J. M. FORBES, *Att'y for Com'pt.*

I do hereby release all errors in the judgment and proceedings at law, prayed to be enjoined in the foregoing bill.

Witness my hand and seal, this 15th day of March, 1822.

WILLIAM WILLIS, [L. S.]

Teste: JOHN POPE.

COMMONWEALTH OF KENTUCKY, *Washington county, to wit:*

This 19th day of March, 1822, the within complainant, William Willis, came before me the undersigned, a justice of the peace in and for commonwealth and county aforesaid, and made oath that

the matters and things stated in the above and foregoing bill, so far as they are stated to be of his own knowledge are true, and what is stated to be derived from information of others, he believes to be true.

Given under my hand and seal, on the day and year aforesaid.

WALTER HAMILTON. *J. P. W. C.*

STATE OF KENTUCKY, *sct:*

The clerk of the general court will issue a spa. with injunction, agreeably to the prayer of the within bill, upon complainants executing bond in clerk's office with Abner Short, his security in the penalty of five hundred dollars, conditioned as the law directs.

Given under my hand this 11th 1812.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a general court began and held on the 14th of August, 1823, the following order was made, viz:

WILLIAM WILLIS, complainant,
against
THE UNKNOWN HEIRS of Wm. F. Taylor, dec'd. def't. } In ejectment.

This day came the complainant by his counsel, and it appearing to the satisfaction of the court, that the said defendants are not inhabitants of this commonwealth, and on motion of said complainant, leave is given him to file a supplemental bill, which is filed accordingly; it is therefore considered by the court, that unless the said defendants do appear here, on or before the first day of our next term, and answer the original bill and supplemental, the same will be taken for confessed, and the matters thereof decreed, and it is further ordered, that a copy of this order be published in one of the newspapers printed in the town of Frankfort, for two months successively; and the cause is continued until next term.

The following is the supplemental bill, viz:

Amended Bill.

To the honorable, the judges of the general court in chancery sitting.

Your orator William Willis, by way of amendment and supplement to his original bill, filed herein against the unknown heirs of William F. Taylor, dec'd., would respectfully represent: that on the 20th of January, 1784, a certain William Tinney made the following entry with the surveyor of the proper county, "William Tinney enters 10,000 acres, upon a treasury warrant, &c.; here *here* insert it as per copy herewith filed as a part of this bill, marked Z," that afterwards, to wit: on the 15th of March, 1784, he made the following amendment thereto, in the office of said surveyor, "William Tinney amends his entry of 10,000 acres, that begins, &c, (insert the balance) a copy of which amendment is herewith filed as a part of this amended bill, marked Y, bearing date the day and year aforesaid; that on the 15th of March, in the year aforesaid, the

said Tinney caused the same to be surveyed according to law, as will more satisfactorily appear by a copy of the surveyor's, or surveyors' report, herewith filed as a part of this bill, marked X. Your orator further states and charges, that the said entry, and amendment is special and precise in the calls for objects on the ground, and that the objects called for are, and then were, of general and sufficient notoriety in their neighborhood, and could have been found by any subsequent inquirer with ease and readiness at the date of the entry. That the said survey was made strictly pursuant to the aforesaid calls in the amended entry; that on the 19th day of May, 1786, the said land specified in the said entry and survey, and included thereby, was granted by the commonwealth of Virginia to the said Tinney, by the letters patent of the said commonwealth; a copy of which is here shown to the court, bearing date the day and year last aforesaid, marked Y; that your orator had a claim upon said land as set forth in his original bill, but judgment in ejectment therefor was obtained against him nevertheless, as will more at large appear by the original bill that since the said judgment in ejectment, and since the filing of the original bill herein, your orator has purchased in the claims of Tinney, from a certain Joel Post, and James B. Clarke, who were the legal and equitable proprietors thereof; all which will more fully appear by reference to dates of conveyance filed herewith, marked S, T, W, and made a part of this bill; your orator is advised and believes, that he thereby acquired the legal, as well as the equitable title to said land, and that the said heirs of William F. Taylor have no title whatever in or to the said land—in tender consideration, &c. to the end therefore, that the said unknown heirs, may true and perfect answer make to all and singular of the above allegations; that the relief prayed for in the original bill may be decreed, and a perpetual injunction to the aforesaid judgment in ejectment; and that your orator may have such other and further relief as the nature and equity of the case may require.

JAMES W. FORBES, *for Complainant.*

The following are the exhibits referred to in the foregoing amended bill, to wit:

Exhibit Z.

January 20th, 1784.

Wm. Tinney enters 10,000 acres upon a treasury warrant, No. 18,693, beginning at the mouth of Long Lick creek, being the creek that Powell's trace goes up after crossing Chaplen's fork, the first time from the falls to Harrodsburg, to run up the said creek, and up the Beech fork to include the Qug.

A copy—att: JNO. M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOVE, *Dep. Regt.*

March 15, 1784.

William Finney amends his entry of 10,000 acres, that begins at the mouth of Long Lick creek, entered the 20th January, 1784, as

followeth, instead of the beginning, of the said entry mentioned, to begin at the north corner of Benjamin Moody's 1,800 acre survey, that joins his 3,000 acre survey, in the fork of the Beech fork and the Long Lick creek, being a large poplar and beech on the south branch of the said creek, opposite to a small drain running in on the north side of the said creek; thence along the said Moody's line S. 14° W., about 850 poles, to the southeast corner of his 1,800 acre survey; thence along another line west, to his 3,000 acre survey; thence with a line thereof, S. 14° W., to the Beech fork; thence up the Beech fork, and from the said beginning, up Powell's trace Quy.

A copy—test: JNO. M. FOSTER, *Regt. L. Off.*
By JAMES Y. LOVE, *Dep. Regt.*

Exhibit X.

Surveyed for Wm. Tinney 10,000 acres of land in Jefferson county, by virtue of a Treasury warrant, No. 18,693, beginning on the south side of Long Lick creek, at a poplar and beech, being the N. E. corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar-tree, and beech, on the bank of Beech fork; thence up the meanders of said fork, and bending thereon 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence N. 1,220 poles, to a beech; thence N. 45 W., 80 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line S. 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 37 W., 620 poles, to the beginning.

March 16*th*, 1784.

[For Plat see original.]

BEN. PATTEN, *D. S.*
GEO. MAY, *S. G. C.*

A copy—test: J. M. FOSTER, *Reg. L. Off.*
By J. J. LOOFBURROW, *D. Reg.*

Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, to all to whom these presents shall come, greeting: Know ye, that by virtue and in consideration of a land office treasury warrant, No. 18,693, and issued the 14th day of August, 1783, there is granted, by the said Commonwealth, unto Wm. Tinney aforesaid, and Michael Ryon, a certain tract or parcel [of] land containing ten thousand acres by survey, bearing date the 16th day of March, 1784, lying and being in the county of Jefferson, and bounded as followeth, to wit: beginning on the south side of Long Lick creek, at a poplar and beech, being the northeast corner of Benjamin Moody's entry of 1,800 acres; thence S. 14 W., 660 poles, to a white oak, sugar-tree, and beech, on the bank of the Beech fork; thence up the meanders of said fork, and bending therein 4,512 poles, to a white oak and hickory at the mouth of a small drain; thence north 1,220 poles, to a beech; thence N. 45 W., 80 poles, to three beeches, corner to Buford's 2,000 acre survey; thence with his line, south 85 W., 386 poles, to a poplar and beech, corner to said survey; thence N. 57 W., 620 poles, to the beginning, with its appurtenances; to have and to hold the said tract or parcel of land, with its appurtenances, to the said William Tinney and his heirs forever.

In witness whereof, the said Patrick Henry, esq'r, Governor of the Commonwealth of Virginia, hath hereunto set his hand, and caused the lesser seal of the said Commonwealth to be affixed, at Richmond, on the 19th day of May, 1806, and of the Commonwealth the tenth.

P. HENRY.

A copy—test: JNO. M. FOSTER, *Reg. L. Off.*
By JAMES Y. LOWE, *D. Reg.*

This indenture, made this 24th day of May, 1823, by and between Joel Post and James B. Clarke, of the city and State of New York, by Paul C. Booker, their attorney in fact, so constituted by a letter of attorney, by them executed to said Booker, under date the 21st day of January, 1823, and recorded in the Washington county court, clerk's office, together with the several certificates of proofs and authentication, of the one part, and Wm. Willis, of the county of Washington, and State of Ky., of the other part—witnesseth, that whereas the said Booker, as attorney as aforesaid, having compromised, on behalf of said Post and Clarke, with a certain Thomas Gash, for the benefit of said Wm. Willis, the said Willis claiming title under said Gash, who is desirous of quieting said Willis' title in and to sixty-three acres of land, part of John Gill's twelve hundred and seventy-three acre patent, under whom said Gash derived title; and also covered by William Tinney's ten thousand acre patent, under which the said Post and Clarke claim title to said sixty-three acres of land, which is situate in Washington county, Ky., on May's creek, and bounded as followeth: Beginning at

two beech trees, Gill's S. E. corner, S. 85½ W., 98 poles, to a hickory and beech; thence N. 1° W., 44 poles, to a beech on a branch; thence up the same to a stone, N. 2° W., 36½ poles, to a stone; thence N. 89 E., 42 poles, to a stone; thence S. 3½ E., 148 poles to the beginning.

This indenture witnesseth, that for and in consideration of nine shillings per acre to the said Booker, as attorney, as aforesaid, to be paid by the said Gash, the said Booker, as attorney as aforesaid, do, by these presents, convey to said Wm. Willis all their right, title, and interest, which the said Post and Clarke *has* in and to the said sixty-three acres of land; to have and to hold the said described tract of land to his, the said Wm. Willis', proper [use,] to him and his heirs forever; and the said Clarke and Post, by their said attorney, do warrant and forever defend the title of said land from themselves, or either of them; but from no other person or persons whatever.

In testimony whereof, I have hereunto affixed my hand and seal, as attorney as aforesaid, but not in any other way or event binding myself individually, this the date first written.

JOEL POST, and
JAMES B. CLARKE, [L. S.]
By PAUL J. BOOKER,
Their Attorney.

WASHINGTON COUNTY, *sct:*

I, John Hughes, jr., clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this indenture was acknowledged before me, in my office, by the within named Paul J. Booker, attorney in fact, for Joel Post and James B. Clarke, to be his act and deed, and thereupon admitted to record.

In testimony whereof, I have hereunto set my hand, this 7th day of June, 1823.

JOHN HUGHES, *C. W. C.*

And afterwards, at a court continued [and] held, on the 18th day of August, 1826, the following order was made, viz:

WM. WILLIS, complainant, *against* WM. F. TAYLOR'S heirs and others, whose names are unknown, defendants.	In chancery.

This day came the complainant, by his counsel, and it appearing to the satisfaction of the court, that Samuel Savage and the unknown heirs of Wm. F. Taylor, deceased, are not inhabitants of this Commonwealth, and they having failed to appear and answer the complainant's bill; it is therefore ordered, that unless the said

defendants do appear here on or before the first day of the next term of this court, and answer the complainant's bill herein, the same will be taken for confessed against them, and the matters thereof decreed.

And it is further ordered, that a copy of this order be published in some authorized newspaper, printed in Frankfort, for two months successively. And the cause is continued until the next term.

The undersigned, printer of the Commentator, an authorized newspaper, (by an act of Jan. 17, 1817,) published at Frankfort, in the State of Kentucky, doth hereby certify that a copy of a certain order of the general court, of August term, 1826, appointing a day for the appearance, in the case of Wm. Willis, complainant in chancery, against Wm. F. Taylor's heirs, &c., defendants, was published in the said Commentator, of the 23d of September, 1826, and continued for two months successively; and that the printed paper, hereto annexed, is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th of August, 1827, it being the day and year first herein written, the following decree was entered, viz:

WM. WILLIS, complainant,
against
WILLIAM F. TAYLOR'S heirs, &c., defts. } In chancery.

This day came the complainant, by his attorney, and the defendants having failed to answer the complainant's bill, and the order of publication made in this cause, at the August term, 1826, having been published for two months successively, in the public newspaper called the Commentator, published in Frankfort, commencing on the 23d day of September, 1826, as appears by the certificate of the editor of said newspaper, filed with the clerk of this court, on the 9th day of January, 1827. It is therefore ordered, that the bill and amended bill of the complainants be, and the same is hereby, taken as confessed by said defendants; whereupon, the cause came on to be heard on the bill and exhibits; and, on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding on the judgment in ejectment mentioned in the bill, and that they release *and that they release* to the complainant, by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term; and it is further decreed and ordered, that the defendants pay to the complainant his costs herein expended.

The following is the injunction bond, viz:

Know all men by these presents, that we, William Willis and Abner Short, are held and firmly bound unto William F. Taylor, or his representatives, in the just and full sum of $500; for the true

payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents; sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas, the above bound Wm. Willis hath prayed for and obtained an injunction, staying all further proceedings upon a judgment at law, obtained against him in the general court, by the above named Wm. F. Taylor, in an action of ejectment and costs, until the matter thereof shall be heard in equity. Now, if the said Wm. Willis and Abner Short, or either of them, shall well and truly satisfy the costs, and all costs and damages that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved in whole or part, then this obligation to be void, else to remain in full force and virtue.

Teste : WILLIAM WILLIS, [SEAL.]
ABNER SHORT. [SEAL.]

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing seventeen pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein Wm. Willis is complainant, and William F. Taylor's heirs and others are defendants, as wholly as the same remains of record and on file in my office.

In testimony whereof, I have hereto set my hand and af-
[L. S.] fixed the seal of said court, at office, this 10th of March, A. D. 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $4 25.

COMMONWEALTH OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the abovenamed A. H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that the said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, A. D. 1841.

MASON BROWN, [L. S.]

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capitol, in the town of Frankfort, on the 17th day of August, 1827, and in the year of the Commonwealth.

MARGARET STALLCUP, complainant,
against
WILLIAM F. TAYLOR'S HEIRS and others, whose names are unknown, def'ts. } In chancery.

Be it remembered, that heretofore, to wit, on the 20th day of May, 1822, the complainant, by *his* counsel, filed in clerk's office of the court aforesaid, *his* bill in chancery, which is as follows, viz:

To the honorable the judges of the general court in chancery sitting:

Humbly complaining, showeth to your honors your orator, Margaret Stallcup, a citizen of the State of Kentucky, that on the 28th day of March, 1783, a certain John Gill, made an entry in the office of the proper surveyor of the county where the lands hereafter described then laid, for 1,273 acres of land on the north side of the Beech fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c., an attested copy is here exhibited as a part of this bill; your orator is advised, and charges that the said entry is special and valid, and has been surveyed according to law and the terms of location; that on the 27th day of July, 1786, a grant issued, [from] the commonwealth of Virginia to the said John Gill, for the said land, which is also made a part of this bill, bearing date the day and year aforesaid; your orator further states, that he is advised, and believes, that the title of the said Gill, both legal and equitable, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Thomas Gash, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th day of October, 1797—an attested copy of which is here made a part of this bill; that *Gash billed*, and Thompson conveyed, the same to Richard Berry and Franklin Berry, who conveyed 225 acres of said land to Stallcup, husband of your oratrix; that her husband has departed this life intestate, leaving your oratrix, his widow, in possession of said land, and entitled to dower therein; your orators Henry Stallcup, Geo. Stallcup, Elizabeth Stallcup, Jane Stallcup, and Stallcup, wife of Emmar Stallcup, and Hannah Stallcup, heirs and legal representatives; that by virtue of his claim, so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements thereon; your orator further states, that a certain Daniel Broadhead, on the 28th day of October, 1783, made two entries with the proper surveyor, one for 3000 acres of land, and the other for 1,400 [acres] of land, and making in the whole 4,400 acres, in the words and figures following, to wit:

Daniel Brodhead enters 3,000 acres, &c.; Daniel Brodhead enters 1,400 acres, &c.; attested copies of which entries, bearing date the day and year last aforesaid, and here shewn to the court as a part of this bill; your orator is advised, and charges that the entries are vague and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed, so as to include the land claimed and occupied by your orator as aforesaid, together with a considerable part of the aforesaid land granted by patent to said Gill; that the said Brodhead has obtained a patent also for the same, bearing date the day of , prior in date to that of the said Gill; that a certain William F. Taylor, then a citizen of the State of South Carolina, pretending to be vested with the legal title to the said tract, 4,400 acres of land, regularly derived from said Brodhead, on the day of , brought an action of ejectment in this Commonweath against your orator, a tenant in the possession of the said tract of land, —— acres; and at the January term of this honorable court, in the year 1818, recovered a judgment therefor; and your orator is apprehensive that his representatives and agents will dispossess him of the said land, regardless of the superior equitable title of this complainant, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interference of this honorable court; that the said William F. Taylor some time since departed this life, and if he left any heir capable of taking his estate, they are non-resident of this State, and unknown to your orator. He would further represent, that since the said judgment in ejectment was recovered, he has been informed and believes, that the said Taylor was, at the time of the said patent of the Commonwealth of Virginia, under which he claims, and ever since until his death, an alien, and in no manner capable of holding land in the said Commonwealth, or in this State, and never had actual seisen of the said land, or any part thereof; and he avers, that he never had notice of the fact that the said Taylor was an alien and incapable of holding land, until some time after the said judgment in ejectment.

Your orator further states, that he has understood that one Savage, of the State of Tennessee, holds out and pretends, that he is said Taylor's devisee of said land, and has sued out a writ of scire facias to have execution on said judgment, and obtained a judgment for an execution at the last January term of this court; and will sue out a writ [of] habere facias possessionem, unless prevented by the interposition of this honorable court. He further states, that an execution has issued against him for the costs, which he has replevied, and prays the said bond for costs as well as judgment for the land enjoined. Your orator avers, that he has discovered, since the rendition of the judgment in ejectment, that one Wm. Tinney obtained a patent for said land elder in date than that which said Taylor claims; and he insists, and relies on the

elder patent of said Tinney, in lieu *to* the patented right of said Taylor, or his representatives, *to* the possession to the said land. All which actions and doings, &c., in tender consideration, &c.; to the end, therefore, that all the unknown heirs of the said Wm. F. Taylor and the said Savage be made defendants to this bill, and may true and perfect answers make to all and singular the allegations hereof, as fully and completely as if the same was here again repeated and interrogated; that by a decree of this court, the said judgment in ejectment may be perpetually enjoined; that the said defendants may be compelled to relinquish and convey to the complainants the above mentioned tract of acres of land; and that your orator may have such other and further relief, as the nature and equity of the case may require.

May it please the court to grant to your orator, the Commonwealth's writ of subpœna, with injunction, &c., to be directed, &c.; and your orator will pray, &c.

J. W. FORBES,
Att'y for Compl't.

I do hereby release all errors in the judgment and proceedings at law prayed to be enjoined *to be enjoined* in the foregoing bill. Witnesseth my hand and seal, this 18th day of March, 1822.

her
Teste: MARGARET ⋈ STALLCUP. [SEAL.]
mark.

JOEL HALL.

COMMONWEALTH OF KENTUCKY, *Washington county, to wit:*

This 18th day of March, 1822, the within complainant, Margaret Stallcup, came before me, the undersigned, a justice of the peace in and for said county, and Commonwealth aforesaid, and made oath, that the matters and things stated in the above and foregoing bill, so far as they are stated to be of *his* own knowledge, are true; and so far as derived from information, *he* believes to be true.

Given under my hand and seal, on the day and year aforesaid.

WILLIAM NOEL, *J. P. W. C.* [SEAL.]

STATE OF KENTUCKY, *Washington county, sct:*

The clerk of the general court will issue a subpœna, with injunction, agreeably to the prayer of the within bill, upon the complainant executing bond in your office, with Mr. Willis *his* security, in the penalty of $500, conditioned as the law directs.

Given under my hand, this 11th of May, 1832.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a court continued and held as aforesaid, on the 14th of August, 1823, the following order was made, viz:

MARGARET STALLCUP, complainant,
against
THE UNKNOWN HEIRS of Wm. F. Taylor, dec'd, def't. } In chancery.

This day came the complainant by her counsel, and on her motion, leave is given her to file a supplemental bill, which is filed accordingly; and it appearing to the satisfaction of the court, the defendants are not inhabitants of this Commonwealth, and they having failed to appear and answer according to law and the rules of this court; therefore, on motion of said complainant, it is ordered, that unless the said defendants do appear here on or before the first day of our next term, and answer the original bill and supplemental bill, the same will be taken for confessed, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in one of the authorized newspapers printed in the town of Frankfort, for two months successively; and the cause is continued until the next term.

And afterwards, at a court continued and held as aforesaid, on the 18th day of August, 1826, the following order was made:

MARGARET STALLCUP, complainant,
against
WM. F. TAYLOR'S HEIRS and others, defendants. } In chancery.

This day came the complainant by her counsel, and it appearing to the satisfaction of the court that the defendants, Samuel Savage and the unknown heirs of Wm. F. Taylor, deceased, are not inhabitants of this Commonwealth, and they having failed to enter their appearance herein, agreeably to law and the rules of this court; therefore, it is ordered, that unless the said defendants do appear here on or before the first day of our next term, and answer the complainant's bill, the same will be taken for confessed against them, and the matters thereof decreed; and it is further ordered, that a copy of this order be published in some authorized newspaper printed in the town of Frankfort, for two months successively; and the cause is continued until next term.

The undersigned, printer of the "Commonwealth," an authorized newspaper (by an act of January 17, 1817,) published at Frankfort, in the State of Kentucky, doth hereby certify, that a copy of the general court of August term, 1826, appointing a day for the appearance of absent defendants in the case of Margaret Stallcup, complainant in chancery, against the unknown heirs of Wm. F. Taylor, &c., defendants, was published in the said "Commonwealth" of the 23d September, 1826, and continued for two months successively; and that the printed paper hereto annexed is a copy of the said order as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th day of August, 1827, it being the day first aforesaid, the following decree was entered, to wit:

MARGARET STALLCUP, complainant,
against
WM. F. TAYLOR'S HEIRS, &c., defendants. } In chancery.

This day came the complainant by her attorney, and the defendants having failed to answer the complainant's bill, and the order of publication made in this cause at the August term, 1826, having been published for two months successively in the public newspaper called the "Commonwealth," published in Frankfort, commencing on the 23d day of September, 1826, as appears by the certificate of the editor of said newspaper, filed with clerk of this court on the 9th day of January, 1827, it is therefore ordered, that the bill and amended bill of the complainant be, and the same is hereby, taken as confessed by said defendants; whereupon, the cause came on to be heard upon the bills, exhibits; and on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding in the judgment in ejectment mentioned in the bill; and that they release to the complainant by deed, with special warranty, the lands mentioned in bill, on or before the first day of the next term; and it is further decreed and ordered, that the defendants pay to the complainant his costs herein expended.

Know all men by these presents, that we, Margaret Stallcup and Wm. Willis, are held and firmly bound unto William F. Taylor, or his representatives, in the just and full sum of $500. For the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents. Sealed and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound Margaret Stallcup hath prayed for and obtained an injunction, staying all further proceedings upon a judgment at law obtained against her in the general court by the above named Wm. F. Taylor, in an action of ejectment, costs, &c., until the matter thereof shall be heard in equity. Now, if the said Margaret Stallcup and Wm. Willis, or either of them, shall well and truly satisfy and pay costs, and all costs and damages that shall be awarded against her in the injunction aforesaid, in case the same shall be dissolved, in whole or in part, then this obligation to be void; else to remain in full force and virtue.

MARGARET STALLCUP, [SEAL.]
By *Wm. Willis, her attorney in fact.*
WM. WILLIS. [SEAL.]

Know all men by these presents, that I, Margaret Stallcup, of the county of Washington and State of Kentucky, do by these presents ordain, constitute, and appoint Wm. Willis, of the county and State aforesaid, my true and lawful attorney, in my name and for me to put, set, [and] subscribe my name to a certain injunction bond, obtained by order [of] Judge Booker, in a certain suit in the general court of this State, in Frankfort, commenced in said

court by Wm. F. Taylor against me and others, for the land I now live on and occupy.

In testimony whereof, I have hereunto set my hand and affixed my seal, this 16th day of May, 1822.

her
MARGARET ⋈ STALLCUP. [SEAL.]
mark.

Witness: ABNER SHORT.

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing ten pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein Margaret Stallcup is complainant, against Wm. F. Taylor's heirs, &c., as wholly as the same remains of record and on file in my office.

In testimony whereof I have hereto set my hand, and affixed the seal of said court, this 9th day of March, A. D. 1841.
[L. S.]

Tax and fee, $3 20. A. H. RENNICK, *C. G. C.*

STATE OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

A. Short vs. Taylor's heirs, &c.

STATE OF KENTUCKY, *sct:*

Pleas held before the honorable Henry Pertle, one of the judges of the general court, at the capitol in the town of Frankfort, on the 17th day of August, 1827, and in the year of the Commonwealth.

ABNER SHORT, complainant,
against
WM. F. TAYLOR'S HEIRS and others, defendants.
} Parties names—In cha'y.

Be it remembered, that heretofore, to wit, on the 20th day of May, 1822, the complainant by his counsel filed his bill in chancery in the clerk's office of the court aforesaid, which is as follows, viz:

To the honorable the judges of the general court in chancery sitting:

Humbly complaining, sheweth to your honors, your orator, Abner Short, a citizen of the State of Kentucky, that on the 28th

day of March, 1783, a certain John Gill made an entry in the office of the proper surveyor of the county wherein the land hereafter described then laid, for 1,273 acres of land on the north side of Beech fork of Salt river, in the present county of Washington, in the words and figures following, to wit:

March 28th, 1783, John Gill enters, &c.—an attested copy of which is here exhibited and made a part of his bill: Your orator is advised, and charges that the said entry is special and valid, and has been surveyed according to law and the terms of the location; that on the 27th day of July, 1786, a grant issued from the Commonwealth of Virginia to the said John Gill for the said land, which is also made a part of this bill, bearing date the day and year aforesaid. Your orator further states, he is advised and believes that the title of said Gill, both legal and equitable, was afterwards, by regular sale and conveyance, for a valuable consideration, vested in a certain Archibald Billad and Thompson, by deed made by commissioners legally appointed for that purpose, and bearing date the 4th day of October, 1797—an attested copy of which is made a part of this bill; that Billad conveyed 200 acres—a part of his share of said land—to Thomas Jones, who conveyed the same to your orator. That by virtue of his claim so derived, and in consequence thereof, your orator settled on said land, and made lasting and valuable improvements thereon. Your orator further states, that a certain Daniel Broadhead, on the 28th day of October, 1783, made two entries with the proper surveyor—one for 3,000, and the other for 1,400 acres of land, and making, in the whole, 4,400 acres—in the words and figures following, to wit: Daniel Broadhead enters 1,400 acres, &c., date the day and year last aforesaid, and here shown to the court as a part of this bill. Your orator is advised and charges that the entries are vague and uncertain, indefinite and void, and that the same have been illegally and fraudulently surveyed, so as to include the land claimed and occupied by your orator as aforesaid, together with a considerable part of the aforesaid land granted by patent to said Gill; that the said Broadhead has obtained a patent also for the same, bearing date day of , prior in date to that of the said Gill; that a certain late , of the State of South Carolina, pretending to be vested with the legal title to the said tract of 4,400 acres of land, regularly deeded from said Broadhead on the day of through an action of ejectment in this court against your orator, a tenant in possession of the aforesaid tract of acres of land, and at the January term of this honorable court, in the year 1818, recovered a judgment therefor. And your orator is apprehensive that his representatives or agents will dispossess him, regardless of the superior and equitable title of this complainant, and without making compensation for the lasting and valuable improvements on the said land, unless speedily prevented by the interference of this honorable court. That the said Wm. F. Taylor sometime since

departed this life; and if he left any heirs capable of taking his estate, they are non-residents of this State, and unknown to your orator. He would further represent, that since the said judgment in ejectment was recovered, he has been informed and believes that the said Taylor was, at the time of the patent of the Commonwealth under which he claims, and ever since, until his death, an alien, and in nowise capable of holding land in said Commonwealth of this State, and never had actual seizen of the said land, or any part thereof; and he avers that he never had notice of the fact that the said Taylor was an alien and incapable of holding land, until some time after the said judgment in ejectment. Your orator further states, that he has understood that one Savage, of the State of Tennessee, holds out and pretends that he was devisee of said Taylor in said land, and has sued out a writ of scire facias, to have an execution in said judgment, and obtained a judgment for execution at the last January term of this court, and will sue out a writ of habere facias possessionem, unless prevented by the interference of this court. He further states, that an execution has issued against him for the costs, which he has replevied, and prays the said bond for costs, as well as the judgment for land enjoined. Your orator avers that *he has*, since the rendition of the judgment in ejectment; that one Wm. Tinney obtained a patent for said land, elder in date than that under which said Taylor claims, and he insists and relies on the elder patent of said Tinney in bar to the pretended right of said Taylor, or his representatives, to the possession of said land; all which actions and doings, &c., in tender consideration, &c.; to the end, therefore, that the unknown heirs of said Wm. F. Taylor and the said Savage be made defendants to this bill, and may true and perfect answers make to all and singular the allegations hereof as fully and as completely as if they were here again repeated and interrogated; that by a decree of this court the said judgment in ejectment may be perpetually enjoined, that the said defendants may be compelled to relinquish and convey to the complainants the abovementioned tract of 36 acres of land; and that your orator may have such other and further relief as the nature and equity of the case may require. May it please the court to grant to your orator the Commonwealth's writ of subpœna, with injunction, &c., to be directed, &c.; and your orator will pray, &c.

J. W. FORBES, *Att'y for Compl't.*

I do hereby release all errors in the judgment and proceedings at law prayed to be enjoined in the foregoing bill. Witness my hand and seal, this 15th day of March, 1822.

ABNER SHORT. [SEAL.]

THE COMMONWEALTH OF KENTUCKY, *Washington county, to wit:*

This day of March, 1822, the within named complainant, Abner Short, came before me, the undersigned, a justice of the

peace in and for the Commonwealth and county aforesaid, and made oath that the matters and things stated in the above and foregoing bill, so far as they are stated to be of his own knowledge, are true, and *and* what to be derived from information, he believes to be true.

Given under my hand and seal, on the day and year aforesaid.

WALTER HAMILTON, *J. P.* [SEAL.]

STATE OF KENTUCKY, *Washington county, sct:*

The clerk of the general court is *is* directed to issue a subpœna, with injunction agreeable to the prayer of the within bill, upon complainant's executing bond in his office, with William Willis his security, in the penalty of $500, conditioned as the law directs.

Given under my hand, this 11th day of May, 1822.

PAUL J. BOOKER, *C. Judge.*

And afterwards, at a court continued and held as aforesaid, on the 14th day of August, 1823, the following order was made, viz:

ABNER SHORT, complainant,
against
The unknown heirs of Wm. F. Taylor, dec'd, defts. } In chancery.

This day came the complainant, by his counsel, and on his motion, it is ordered that leave be given him to file a supplemental bill herein, which is filed accordingly. And it appearing, to the satisfaction of the court, that the defendants are not inhabitants of this Commonwealth, and they having failed to appear and answer agreeable to *and* the rules of this court, therefore, on motion of the complainant, it is ordered, that unless the said defendants do appear here, on or before the first day of our next term, and answer the original bill and supplemental bill in this cause, the same will be taken against them as confessed, and the matters thereof decreed. And it is further ordered, that a copy of this order be published in one of the authorized newspapers printed in the town of Frankfort for two successive months; and the cause is continued the next term.

And afterwards, at a court continued and held as aforesaid, on the 18th August, 1826, the following order was made, to wit:

ABNER SHORT, complainant,
against
The unknown heirs of Wm. F. Taylor, & others, defts. } In chanc'y.

This day came the complainant, by his attorney, and it appearing, to the satisfaction of the court, that the *court that the* defendants are not *Samuel Savage and the heirs of Wm. F. Taylor, deceased, are not* inhabitants of this Commonwealth, and they having failed to enter their appearance herein agreeably to law and the rules of this court; therefore, it is ordered, that unless the said defendants do

appear here, on or before the first day of our next term, and answer the complainant's will, the same will be taken for confessed against them, and the matters thereof decreed. And it is further ordered, that a copy of this order be published in some authorized newspaper printed in the town of Frankfort, for two months successively; and the cause is continued until next term.

The undersigned, printer of the Commentator, an authorized newspaper (by an act of January 17, 1817) published at Frankfort, in the State of Kentucky, doth hereby certify that a copy of a certain order of the general court of August term, 1826, appointing a day for the appearance of absent defendants in the case of Abner Short, complainant in chancery, against the unknown heirs of Wm. F. Taylor, &c., defendants, was published in the said Commentator of the 23d of September, 1826, and continued for two months successively; and that the printed paper hereto annexed is a copy of the said order, as the same was published as aforesaid.

J. G. DANA.

And now, to wit, on the 17th August, 1827, it being the day and year aforesaid, the following decree was entered in this cause, to wit:

ABNER SHORT, complainant,
against
Wm. F. Taylor's heirs, &c., defendants. } In chancery.

This day came the complainant, by his attorney, and the defendants having failed to answer the complainant's bill, and the orders of publication made in this cause at the August term, 1826, having been published for two months successively in the public newspaper called the Commentator, published in Frankfort, commencing the 23d day of September, 1826, as appears by the certificate of the editor, *published in Frankfort, commencing the 23d day of September*, 1826, *as appears by the certificate of the editor* of said newspaper, filed with the clerk of this court on the 9th day of January, 1827; it is therefore ordered, that the bill and amended bill of the complainant be, and the same is hereby, taken as confessed by said defendants. Whereupon the cause came in to be heard upon the bills and exhibits; and on consideration, it is ordered and decreed, that the defendants be perpetually enjoined from proceeding in the judgment in ejectment mentioned in the bill, and that they release to the complainant by deed, with special warranty, the land mentioned in the bill, on or before the first day of the next term. And it is further decreed and ordered, that the defendants pay to the complainant his costs herein expended.

Know all men by these presents, that we, Abner Short and Wm. Willis, are held and firmly bound unto Wm. F. Taylor, or his representatives, in the just and full sum of $500; for the true payment whereof, we bind ourselves, our heirs, &c., jointly and severally, firmly by these presents; sealed with our seals, and dated this 20th day of May, 1822.

The condition of the above obligation is such, that whereas the above bound Abner Short hath prayed for and obtained an injunction staying all further proceedings upon a judgment at law obtained against him in the general court by the abovenamed Wm. F. Taylor, in an action of ejectment and costs, &c., until the matter thereof shall be heard in equity: now, if the said Abner Short and William Willis, or either of them, shall well and truly satisfy and pay the costs, and all costs and damages that shall be awarded against him in the injunction aforesaid, in case the same shall be dissolved in whole or in part, then this obligation to be void; else, to remain in full force and virtue.

Teste: ABNER SHORT, [SEAL.]
WILLIAM WILLIS. [SEAL.]

STATE OF KENTUCKY, *sct:*

I, Alexander H. Rennick, clerk of the general court for the State aforesaid, do certify that the foregoing nine pages contain a full, true, and complete transcript of the record and proceedings had in the suit in chancery, wherein Abner Short is complainant, and Wm. F. Taylor's heirs, &c., are defendants, as wholly as the same remains of record and on file in my office.

[L. S.] In testimony whereof, I have hereto set my hand and affixed the seal of said court, at office, this 10th day of March, 1841.

A. H. RENNICK, *C. G. C.*

Tax and fee, $2 92.

COMMONWEALTH OF KENTUCKY:

I, Mason Brown, presiding judge of the general court of the State of Kentucky, do hereby certify that the above named A. H. Rennick was, at the date of his above certificate, and still is, the clerk of said court; that his said certificate is in due form of law, and that full faith and credit should be given to the same.

Given under my hand and seal, at Frankfort, Kentucky, on this 11th day of March, 1841.

MASON BROWN. [SEAL.]

STATE OF KENTUCKY, *Washington circuit, sct:*

Pleas before the honorable Wm. L. Kelly, late sole judge of the Washington circuit court, at the court house in Springfield, Washington county, Kentucky, on the 17th day of May, 1822.

SAMUEL SAVAGE, plaintiff,
against
JOHN PETER, MILBURN HOGG, and MARY PETER, defendants. } On a petition and summons.

Be it remembered, that on the 9th day of April, 1822, came here into the clerk's office of the circuit aforesaid, Samuel Savage, the

plaintiff, and filed his petition, which is in the words, &c., following, to wit:

WASHINGTON CIRCUIT, *sct:*

Samuel Savage, plaintiff, states that he holds a note, under seal, on the defendants John Peter, Milburn Hogg, and Mary Peter, in substance as follows:

On or before the twenty-fifth day of December next, we, or either of us, do promise to pay Samuel Savage one hundred dollars current money of the State of Kentucky; as witness our hands and seals, this fourth day of January, 1821.

JOHN PETER, [SEAL.]
MILBURN HOGG, [SEAL.]
MARY PETER. [SEAL.]

Teste: GEORGE N. MORGAN.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs, &c.

POPE & BOOKER, *P. q.*

On which said petition there issued the following copy of the petition and summons:

WASHINGTON CIRCUIT, *sct:*

Samuel Savage, plff., states that he holds a note on the defts. John Peter, Milburn Hogg, and Mary Peter, in substance as follows:

On or before the twenty-fifth day of December next, we, or either of us, do promise to pay Samuel Savage one hundred dollars, current money of the State of Ky., as witness *my* hands and seals, this fourth day of January, 1821.

JOHN PETER, [L. S.]
MILBURN HOGG, [L. S.]
MARY PETER, [L. S.]

Teste: GEORGE N. MORGAN.

Yet the said debt remains unpaid; wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs, &c.

POPE & BOOKER, *P. q.*

A copy—Test: JOHN HUGHES, Jr., *C. W. C.*

The Commonwealth of Ky. to the sheriff of Washington county, greeting:

We command you to summon John Peter, Milburn Hogg, and Mary Peter, to appear before the judge of our Washington circuit court at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage exhibited against them, of which the above is a true copy; and have then

there this writ. Witness John Hughes, jr., clerk of our said court at the court house afs'd, this 1st day of April, 1822, in the 30th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

On which said petition, there issued the following copy of the petition and summons:

WASHINGTON CIRCUIT, *sct:*

Samuel Savage, plff., states that he holds a note under seal on the defts. John Peters, Milburn Hogg, and Mary Peter, in substance as follows: On or before the 25th day of December next, we, or either of us, do promise to pay Samuel Savage one hundred dollars, current money of the State of Ky.; as witness our hands and seals, this 4th day of January, 1821.

JOHN PETER, [L. S.]
MILBURN HOGG, [L. S.]
MARY PETER. [L. S.]

Teste: GEORGE N. MORGAN.

Yet the debt remains unpaid; wherefore he prays judgment for his debt, and damages for the detention of the same, together with his costs, &c.

POPE & BOOKER, *P. q.*

A copy—Test: JOHN HUGHES, Jr., *C. W. C.*

The Comm'th of Ky. to the sheriff of Washington county, greeting:

We command you to summon John Peter, Milburn Hogg, and Mary Peter, to appear before the judge of our Washington circuit court at the court house in Springfield, on the third day of our next May term, to answer the petition of Samuel Savage exhibited against them, of which the above is a true copy; and have then there this writ. Witness John Hughes, jr., clerk of our said court, at the court house afs'd, this 9th day of April, 1822, in the 30th year of the Commonwealth.

JOHN HUGHES, Jr., *C. W. C.*

On which the sheriff made the following return, to wit: Executed on the def'ts John Peter and Milburn Hogg, on the 19th day of April, 1822, by delivering to each of them a true copy of the within petition and summons, and the deft. Mary Peter no inhabitant.

W. B. DENNUTT, *D. C.*
For D. CLEVER, *S. W. C.*

At a circuit court continued and held for the Washington circuit, on the 17th day of May, 1822. This day came the plff. by his atto., and the sheriff having returned the deft. Mary Peter no inhabitant of his bailiwick, this suit abates as to her; and the defts., John Peter and Milburn Hogg having been duly served with a copy of the plff's petition and summons, and they not appearing, although

solemnly called, it is, therefore, considered by the court that the plff. recover of the s'd defts. John Peter and Milburn Hogg, what damages he hath sustained in the premises; but because these damages are unknown, it is commanded the sheriff that he cause to come here immediately twelve good and lawful men, by whom, &c.; and thereupon came the jurors of a jury, to wit: James C. Martin, Robert Mitchell, John Shuck, David Clarke, Charles Hill, Godfrey Gregory, Thomas Head, William R. Grimsley, Leroy Gregory, Arthur E. Gibbins, Joseph Willis, and Raphael Lancaster; who being sworn well and truly to enquire of damages in this case, upon their oaths do say, that the plff. hath sustained damages by the occasion of the detention of the debt in the petition mentioned, to one cent, besides costs. It is, therefore, considered by the court, that the plff. recover of the said defendants, John Peter and Milburn Hogg, the sum of one hundred dollars, with interest thereon, to be computed after the rate of six per centum pr. annum, from 25th day of December, 1821, until paid, *the deft. in the petition mentioned*, together [with] one cent, his damages afs'd in form afs'd assessed, and also his costs by him about his suit in that behalf expended; and the said deft. in mercy, &c.

On which said judgment, there issued on the 6th day of June, 1822, the following fi. fa. to wit:

The Commonwealth of Kentucky to the sheriff of Washington county, greeting:

We command you, that of the estate of John Peter and Milburn Hogg, late of your bailiwick, you cause to be made the sum of one hundred dollars, with interest thereon, to be computed after the rate of six pr. centum pr. annum, from 25th day of December, 1821, until paid, which Samuel Savage, late in our Washington circuit court, hath recovered against him for debt, together with one cent adjudged to him for his damages occasioned by the detention of that debt, and also the sum of ten dollars and 18 cents and a half, adjudged to him for his costs by him in that behalf expended, whereof the said Peter and Hogg are convict, as appears to us of record; and that you have the cause before the judge of our said court, at the court house in Springfield, on the Saturday succeeding the 2d Monday in August next, to render to the said Samuel Savage of his debt, interest, and costs aforesaid; and have then there this writ. Witness John Hughes, jr., clerk of our said court, at the court house aforesaid, this 16th day of June, 1822, and in the 31st year of the Commonwealth.

JOHN HUGHES, Jr.

Memorandum.—Either notes on the Bank of Ky. or its branches, or notes on the Bank of the Commonwealth of Ky. or its branches, may be received by the officer in discharge of this execution, by order of pl'ff's attorney.

Attest: JOHN HUGHES, Jr.

On which the sheriff made the following return: Satisfied this 29th day of July, 1822.

W. B. DENNUITT, *D. S.*
For D. CLEVER, *S. W. C.*

STATE OF KY., *Washington circuit, ss:*

I, Charles C. Kelly, clerk of the circuitcourt for this circuit afs'd, certify that the foregoing 4 pages contain a true, full, and complete transcript of the record and proceedings had in the suit therein named.

In testimony whereof, I have hereto set my hand and affixed the seal of s'd court at Springfield, this 21st day of April, [L. S.] 1840, and in the 48th year of the Commonwealth.

C. C. KELLY.

Trans.	-	2 00
Seal	-	1 00
		$3 00

KENTUCKY, *to wit:*

I, Samuel Lusk, sole judge of the Washington circuit court in the ninth judicial district in the State aforesaid, do hereby certify that Charles C. Kelly, whose name is signed to the foregoing certificate, is now, and was when he signed the same, clerk of the Washington circuit court, and that his said certificate is in due form of law. Given under my hand, this 28th day of April, 1840.

SAMUEL LUSK.

(*Defendant's depositions, with their exhibits, &c.*)

Deposition of S. A. Beavill—(*The deposition of Seth A. Beavill.*)

STATE OF KENTUCKY, *Washington county, ss:*

At the office of J. B. Smith, in the town of Springfield, in the county and State aforesaid, on the 10th day of July, eighteen hundred and forty, before me, John B. Smith, presiding judge of the county court of the county of Washington, in the State of Kentucky, came personally Seth A. Bevell, a witness in a certain suit depending in the District Court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his [wife,] George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, and aged about 30 years. And the said Seth A. Bevell, being by me carefully examined and cautioned, and sworn to testify the whole truth, of, and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Witness states that he is one of the occupants, and resides on a portion of the land formerly claimed by William F. Taylor, in

Washington county, Kentucky; and that in the year 1837, one William Primrose, who represented himself as agent of the heirs of said William F. Taylor, came to Washington county, and claimed all the lands in behalf of said heirs, which said William F. Taylor formerly claimed, amounting, as witness understood to be, between four and five thousand acres. Witness states that at the time aforesaid, (1837,) he was in possession of, and claimed of said land, three hundred and eighty-two acres, for which he compromised with, and secured to be paid to, said Primrose at the rate of three dollars per acre, amounting in all, to the sum of eleven hundred and forty-six dollars; witness further states, that one Willis Blanton, administrator of William F. Taylor, with the will annexed, and said William Primrose, as attorney in fact for the heirs of said Taylor, executed to the heirs of Matthew Flournoy, deceased, a deed for said 382 acres, which deed is, as witness believes, recorded in some one of the offices in Frankfort, Kentucky; witness further states, that the land embraced in said deed is not embraced in that sold by Samuel Savage to Alexander McDonald; witness further states his father-in-law, John Graves, now deceased, compromised with, and secured to be paid to, said William Primrose, in addition to what this witness secured to be paid, the sum of one hundred dollars, for seventy acres of land, which formerly belonged to the tract which this witness purchased of said Primrose, for Flournoy's heirs as aforesaid; witness further states, that in consideration further of said John Graves, compromising for the above named 70 acres, that said William Primrose agreed with said Graves to relinquish the claim of Taylor's heirs to the rights of three hundred and twenty acres of land, formerly owned by one Morgan; witness further states, the reason of this was, that one Matthew Flournoy, who was then deceased, and who had married one of the daughters of said Graves, had purchased the said $\frac{3}{8}$ interest in the land of said Morgan, deceased, and that said Graves being the guardian, as well as the grandfather of the children of said Flournoy, wished to quiet the claim of said Taylor's heirs; witness further states, that the 382 acres and 70 acres, and the $\frac{3}{8}$ of the Morgan tract, are embraced in the deed to the heirs of Matthias Flournoy, deceased; this witness married the widow of said Matthias Flournoy; witness further states, that since the death of John Graves, deceased, the executors of said John Graves, to wit, James Graves and Hardin Graves, have compromised with, and secured to be paid to said William Primrose, the sum of one hundred dollars for five-eighths ($\frac{5}{8}$) of the tract formerly owned by said Morgan, deceased, the said John Graves being the owner of *of* $\frac{5}{8}$ and the said Matthias Flournoy the owner of $\frac{3}{8}$; the whole amount of the Morgan tract was three hundred and twenty acres; the whole amount secured to be paid by this witness and John Graves, deceased, and the executors of said John Graves, deceased, was thirteen hundred and forty-six dollars. Witness further says, that after the time he compromised

with said William Primrose, he, the said Primrose, said to this witness, that he had then settled for, and deeded the whole of the lands claimed by said Taylor's heirs in Kentucky, except that occupied by this witness and Henry Brown. Witness says, that afterwards, said Blanton, administrator, and said Primrose, as attorney aforesaid, deeded the lands to the heirs of Flournoy as aforesaid.

SETH A. BEVIL.

The depositions of Mountford Peter, Levi Lanham, and William G. Short.

STATE OF KENTUCKY, *Washington county, to wit:*

At the office of John B. Smith, in the town of Springfield, the county of Washington, and State of Kentucky, on the eleventh day of July, one thousand eight hundred and forty, before me, John B. Smith, presiding judge of the county court of the county and State aforesaid, came personally Mountford Peter, Levi Lanham, and William G. Short, witnesses in a certain suit depending in the District Court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant; and the said Mountford Peter, the witness, being by me carefully examined, cautioned, and sworn to testify the whole truth, of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

The deposition of M. Peter.

This witness, about the age of forty-three years, states that he is one of the occupants upon that portion of the lands formerly claimed by William F. Taylor, deceased, in Washington county, Kentucky, and upon a portion of that sold by Samuel Savage to to Hogg and the Peters. This witness states, that some time in the year 1836, one William Primrose, who represented himself the attorney in fact for the heirs of William F. Taylor, deceased, came to Washington county, Kentucky, and claimed all the lands in behalf of the said heirs of said Taylor, deceased; in which claim is embraced that land sold and conveyed by Samuel Savage to Alexander McDonald, and the heirs of Richard McDonald, deceased, and Zachariah Peter, Simon Peter, Milbourn Hogg, and John Peter, amounting to one thousand and fifty-nine acres; witness says, that at that time, in 1836 aforesaid, the occupants upon the said 1,059 acres, and the said Primrose, as attorney aforesaid, went into a bond of compromise, whereby the said Primrose, as attorney, obligated himself and the heirs of said Taylor to convey by deed to said occupants their several tract of land, upon said occupants, at the time of said deed being executed, paying the one-third part of

the said $1,000 00, and securing to the said attorney in fact, for said heirs, the payment of the other two-thirds; witness has been applied to on the part of defendant for the original bond of compromise, the duplicate of which is in his possession, to file in this suit, but declines so doing. Witness states that the paper herewith filed, and marked A. B., is a true copy of said original duplicate bond, which said bond is in this witness's possession; witness further states that afterwards, and witness thinks in the year 1837, one Willis Blantern, administrator of William F. Taylor, with the will annexed, and the said William Primrose, the attorney in fact aforesaid, conveyed by deed to this witness one hundred and seventy-five acres of land embraced in the 1,059 acres conveyed by Savage as aforesaid, for which witness paid, and secured to be paid to the said William Primrose, the sum of two hundred and fifty-two dollars, as appears upon the face of his deed; witness has been applied to on the part of the defendant for his original deed, to be filed as a part of this deposition, which he refuses; but witness states that the paper herewith filed, and made a part of this deposition, and marked (C. D.,) is a true copy of his original deed from said Blantern as administrator, and said Primrose as attorney aforesaid. This witness further states, that the occupants had to pay to said Primrose twice as much, and perhaps more than twice as much, as was agreed by the compromise bond, on account of said occupants not being able to furnish said Primrose, as attorney aforesaid, with any papers whereby the heirs of Taylor should [*or of said occupants*] have recourse upon Savage for the purchase money paid by them to Savage, and in consideration of a surplus which the different surveys held out to contain over and above the original surveys; witness thinks that, the surplus aside, the occupants paid for the said 1,059 acres about an average of one dollar and fifty cents per acre. This witness has during the arrangements, and before and after the compromise, heard said Primrose frequently repudiate the sale made by Samuel Savage of said land, declaring the act of said Savage in this matter wholly and entirely illegal; witness further states, that said Primrose claimed all the lands formerly claimed by William F. Taylor in his lifetime, in Washington county, Kentucky; and witness has understood from said Primrose very lately, that he had disposed of and sold all the lands in said county claimed by said Taylor as above.

MOUNTFORD PETER.

The further proceedings in taking the depositions in this suit are ordered to be continued to Monday the 3d day of August, 1840, and the witnesses, Levi Lanham and William G. Short, are ordered to appear at the office of J. B. Smith, in the town of Springfield, on that day, to give their depositions; and is ordered to be adjourned to that time.

J. B. SMITH, *J. P. C. C. C.*

The deposition of L. Lanham.

MONDAY, *August 3d*, 1840.

And the said Levi Lanham appearing at the office of J. B. Smith, in the town of Springfield, Washington county, Kentucky, and being cautioned, and examined, and sworn to testify the whole truth, states that he is about 55 years old, and that some time in the year 1837, one William Primrose, who represented himself as agent for the heirs of Wm. F. Taylor, deceased, or as the attorney in fact for said heirs, and Willis Blantern, as administrator of said William Taylor, deceased, with the will annexed, sold to this witness a boundary of land as designated by a copy of his deed from said Primrose and Blantern, as attorney and administrator aforesaid; which copy of said deed is made part of this deposition, and marked (3); for which witness paid, or secured to be paid to said Primrose, the sum of nine hundred dollars; this witness states that the said sum of nine hundred dollars was paid, or secured to be paid, to said Primrose, in this way; witness was to pay, and did secure to pay, to the said Primrose, the sum of five hundred dollars, and the balance, to wit, the sum of four hundred dollars, was secured to be paid to said Primrose, by Alexander McDonald; the said sum of four hundred dollars was paid by said McDonald, in consideration of this witness having theretofore purchased of Daniel McDonald (a son of Alexander,) about 100 acres of said land, and for which witness had paid to said Daniel the said sum of four hundred dollars; and for which land the said Daniel had never made to this witness any deed; so that this witness did pay, secure to be, and caused to be paid, to said Primrose, the said sum of nine hundred dollars, for the boundary set forth in his deed, and witness supposes to contain about three hundred acres, as they, the said Primrose and Blantern, as attorney and administrator aforesaid, and this witness, compromised at the rates of three dollars per acre; this witness states, that he does not know how much land Wm. F. Taylor claimed, or owned in Washington county, in his lifetime, but he believes that said Primrose and Blanton, as attorney and administrator aforesaid, has sold the whole which was claimed and owned by said Taylor; witness states that the land embraced in his deed does not embrace any of that sold by Samuel Savage to Alexander McDonald; witness refuses to file his original deed in this suit, but states that the copy herewith filed, and marked (3), is a true copy of his said original deed from said William Primrose and Willis Blantern, as attorney and administrator aforesaid.

LEVI LANHAM, his ⋈ mark.

And at same time, the said William G. Short, about 40 years of age, being cautioned, examined, and sworn to testify the whole truth, states that some time in the year 1837, he compromised with, and purchased from, one Willis Blanton, administrator of William

F. Taylor, deceased, with the will annexed, and one William Primrose, who represented himself the agent or attorney in fact, for the heirs of William F. Taylor, deceased, about two hundred acres of land in Washington county, Kentucky, as appears from his deed, for which he paid, or secured to be paid, to said William Primrose, the sum of one hundred and forty-two dollars; witness states that he heard William Primrose repudiate the sale made by Samuel Savage, of land in Washington county, as illegal and of no effect; witness also states, that he believes that said William Primrose did, in the year 1837, and since, sell the whole of the lands owned by William F. Taylor in his lifetime, in Washington county, Kentucky, amounting as this witness believes, to about 4,400 acres; witness refuses to let his original deed from said Blanton as administrator, and Primrose as attorney aforesaid, be filed in this suit; but this witness states, that the paper herewith filed, and marked (4), is a true copy of his said deed.

WILLIAM G. SHORT.

(A. B.)—*An agreement.*

An agreement made and concluded this 20th day of Dec., 1836, between Samuel Taylor, William Rainey, Eliz'h Rainey, and Alex. Rainey, the three latter the only children and heirs of Mary Rainey, deceased, who was formerly Mary Taylor, the aforesaid Mary and Samuel being devisees in the will of Wm. F. Taylor, deceased, late of the district of Edgefield, and State of South Carolina, by their agent William Primrose, now of Frankfort, and State of Kentucky, of the one part, and Milburn Hogg, Wm. Anderson, Jesse Peter, Mountford Peter, Hili Peter, Alsa. Shewmaker, Cornelius Shewmaker, and Samuel Shewmaker, of the county of Washington, and State of Kentucky, of the other part, witnesseth: Whereas, by the last will and testament of Wm. F. Taylor, deceased, late of the district of Edgefield, and State of South Carolina, the executors therein named, or the survivor or survivors of them, were authorized to sell the landed estate of said testator, as in said will mentioned; and whereas, also, after said will was proved in the State of South Carolina, and each and all of the executors therein named, took the oaths of office in said State, Samuel Savage, one of the executors named in said will, took upon himself to sell, and on the twenty-first day of July, one thousand eight hundred and eighteen, by two several deeds of that date, did bargain, sell, and convey to the persons therein named, certain parts and parcels of the land belonging to the estate of the said William F. Taylor, deceased, as will more fully appear by said deed now of record, in the county court of Washington, and State of Kentucky; one of which was made to Alex. McDonald, James, Joseph, Griffin, Elizabeth, Mary, and Ursella McDonald, heirs and representatives of Richard McDonald, deceased; and the other of which was made to Zachariah Peter, Simon Peter, Melbourn Hogg, and John Peter;

and whereas, also, the party of the first part contest the validity of the sales and conveyances made as aforesaid by the said Savage, and assert claim to the land aforesaid, under and through the will of said William F. Taylor, deceased; and the party of the second part, being now respectively in possession of separate portions of the land conveyed as aforesaid by the said Savage, insist on the validity of said sales; but desiring to quiet their possession and compromise the claim set up as aforesaid, by the party of the first part, have offered terms of compromise, which have been *excepted* by the party of the first part, as follows, to wit:

The said party of the first part, for and in consideration hereinafter more at large expressed, have contracted to sell, and by their aforesaid agent do hereby obligate themselves, during the ensuing year, to release and convey to the party of the second part, all the right, title, interest, and claim which they, or either of them, have in law or equity, as heirs or devisees of the above named William F. Taylor, deceased, or as heirs of the aforesaid Mary Rainie, deceased, who was one of the devisees of said William F. Taylor, deceased, in and to the described tracts and boundaries of land as aforesaid attempted to be conveyed by the said Samuel Savage; and by the deed which is to be made by the party of the first part, they are as far as it is in their power to do so, to ratify and confirm the deeds made as aforesaid by the said Savage, and to warrant the said described tracts against all persons whatever, claiming by, through, or under the will of said William F. Taylor, deceased. But the party of the first part reserves to themselves the benefit of all claims they may have against the said Savage, or his representatives, for the consideration which said Savage received for the sale of the land aforesaid; and the party of the first part is not to warrant against any adverse conflicting claim, or in any other manner, except as above mentioned. The conveyances are to be made by the party of the first part to each of the persons forming the party of the second part, of portions of the aforesaid described lands held and owned by them respectively; and in consideration of the aforesaid stipulation by the party of the first, the said party of the second part covenant and bind themselves, their heirs, jointly and severally, to pay to the party of the first part, or their legally constituted agent, one thousand dollars; the payment whereof to be made as follows, to wit: one-third is to be paid when *we* the party of the first part, by their legally constituted agent, shall, in manner and form as aforesaid, have released and conveyed as aforesaid the tracts of land aforesaid to the party of the second part; and one-third is to be paid in one year after the conveyance is made as aforesaid by the party of the first part, and the other third is to be paid in one year after the second third is payable as aforesaid; and the party of the second part are to secure the payment of the two-thirds, by executing a deed of mortgage on the land immediately after the conveyance is made by the party of the first part; the two-thirds is

to bear interest from the time the conveyance is made, as aforesaid, by the party of the first; the conveyance is to be made, as aforesaid, for all the land held by the party of the second part. But the party of the second part have taken upon themselves to compromise as to the land formerly held by the widow of Zach'a Lewis, dec'd, and which is included in one of the above named deeds of Savage; and if she comes into the compromise, and pays her proportion of the purchase money, the conveyance of her portion is to be made to her; otherwise it is to be made to Mountford Peter, one of the party of the second part. And the parties agree to have, by consent, the former judgments recovered in the ejectments for the aforesaid land, by John Doe, on *of* the demise of William F. Taylor, set aside, and held for nought, and so entered in said court.

In testimony whereof the parties have hereunto set their hands, and affixed their seals, the day and date above written.

	SAMUEL TAYLOR,	[L. S.]
	WILLIAM RANNIE,	[L. S.]
Witness—WM. OWSLEY.	ALEXANDER RANNIE,	[L. S.]
	ELIZABETH RANNIE,	[L. S.]
	By WILLIAM PRIMROSE, *their agent.*	[L. S.]
	MILBOURN HOGG,	[L. S.]
	JESSEE PETER,	[L. S.]
	WM. ANDERSON,	[L. S.]
	ALSEY SHEWMAKER,	[L. S.]
	SAM'L SHEWMAKER,	[L. S.]
	CORN. SHEWMAKER,	[L. S.]
Test—JAMES MCDONALD.	HELI PETER,	[L. S.]
	MOUNTFORD PETER.	[L. S.]

This is a true copy of the original, between the parties above named.

MOUNTFORD PETER.

C, D.

This indenture, made and entered into this 21st day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will, of William F. Taylor, and Samuel Taylor and Isabella his wife, William Raney, sen., William Raney, jun., Alexander Raney, and Elizabeth Raney; the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, by William Primrose, their attorney in fact, of the one part, and Mountford Peter, of the county of Washington, State of Kentucky, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, by their said attorney, has, in pursuance to the directions of the last will and testament of said William F. Taylor, bargained, sold, and conveyed, and by these presents, in consideration of two

hundred and fifty-two dollars, secured by the said Peter to be paid to the party of the first part, do bargain, sell, and convey, with the concurrence of the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, given by their said attorney to said Peter, all that tract or parcel of land owned by the said William F. Taylor, deceased, at the time of his death, and contained in the following boundary, to wit: beginning at a beech tree, on Trotter's line, near a branch; thence south 85 west, 44 poles to an ash tree; thence north 60 west, 60½ to a poplar near Jessee Peter's fence; thence north 73½ west, 78 poles to a poplar near Jesse Peter's fence; thence north 31½ east, 124 poles to two beeches and an ash on Buford's line; thence, with said Buford's line, north 84 east, 199 poles to a poplar tree on Trotter's line; thence, with said line, south 30 west, 202 poles to the beginning; containing one hundred and twenty-five acres, be the same more or less: to have and to hold the said tract or parcel of land to him the said Peter, his heirs and assigns, forever. And the said Blanton, administrator as aforesaid, and the said Isabella, William, sen., William, jun., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid tract or parcel of land to the said Peter, his heirs and assigns, from all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof, the party of the first part have hereunto set their hands and seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Adm'r of the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RANEY, Sen'r, [L. S.]
WM. RANEY, Jr., [L. S.]
ALEXANDER RANEY, [L. S.]
In the presence of— ELIZABETH RANEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, admr., with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of Taylor, to Mountford Peter, was produced to me in my office, and acknowledged by the said Willis Blanton and William Primrose, admr. and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office in Deed book N, Page 181. Given under my hand, this 9th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, admr., with the will annexed, of said decedent, to Mountford Peter, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed at Springfield, on [L. s.] Tuesday, the 30th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, *B. D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace for the county court of the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified; and as such, credit is, and might of right be given to all his official acts and doings. Given under my hand as justice aforesaid, at Springfield, this the 30th day of June, 1840.

J. P. W. C.

(3) This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, adm'r., with the will annexed, of Wm. F. Taylor, dec'd, and Saml. Taylor, and Isabella Taylor his wife, Wm. Raney, sr., William Raney, jr., Alexander and Elizabeth Rainey, the said Samuel, Isabella, Wm. sen., Wm. jr., Alexander, and Elizabeth, by Wm. Primrose, their attorney in fact, of the one part, and Levi Lanham, of the county of Washington, and State of Kentucky, of the other part, witnesseth: That the said Blanton, admr. as aforesaid, by the assent and direction of the said Isabella, Samuel, Wm. sen., Wm. jr., Alexander, and Elizabeth, by their said attorney, Wm. Primrose, has bargained, sold, and conveyed, in pursuance to the directions of the will of said Wm. F. Taylor, dec., which has been admitted to record in the county court of Washington aforesaid, and by and with the concurrence and assent of the said Samuel, Isabella, Wm. sen., Wm. jr., Alexander, and Elizabeth, given and made by the aforesaid attorney, Wm. Primrose, do bargain, sell, and convey unto the said Levi Lanham, his heirs, and assigns, all that tract, or parcel of land, devised by the aforesaid Wm. F. Taylor, deceased, at the time of his death, and which is comprehended within the boundary of a deed executed by John Pope and Frances Pope his wife, to said Levi Lanham, and dated 16 December, 1822; and which deed is of record in the county of Washington aforesaid, and which is also com-

prehended in the boundary of land purchased by said Lanham of Daniel McDonald, but for which said Lanham has received no deed from said McDonald; the aforesaid bargain and sale is made in consideration of nine hundred dollars by the said Lanham secured to be paid to the party of the first part: to have and to hold the aforesaid described tract of land, be the same more or less, to him the said Levi Lanham, his heirs and assigns, forever; and the said Willis Blanton, adm'r., as aforesaid, and the said Samuel and Isabella his wife, Wm. sr., Wm. jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend unto the said Levi Lanham, his heirs, &c., the aforesaid tract or parcel of land against all persons whatever, claiming by, through, or under the said Wm. F. Taylor, deceased; but against the title of no other person whatever. In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Admr. with the will annexed of Wm. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
In the presence of— WM. RANEY, Senior, [L. S.]
WILLIAM RANEY, Junior, [L. S.]
ALEXANDER RANEY, [L. S.]
ELIZABETH RANEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof this deed from William Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Levi Lanham, was produced to me in my office, and acknowledged by said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 171.

Given under my hand this 6th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing is a full, true, and complete copy of deed filed and recorded in my office from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, to Levi Lanham.

In testimony whereof, I have hereunto set my hand, and
[L. S.] affixed the seal of my office at Springfield, on Monday, the 29th day of June, 1840, and the year of the Commonwealth the 49th.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in [and] for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such due faith and credit is and might be given all his official acts and doings.

Given under my hand this 30th day of June, A. D. 1840.

J. P. W. C.

(4) This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and Samuel Taylor and Isabella his wife, William Raney, senior, William Raney, junior, and Alexander Raney and Elizabeth Raney, by their attorney in fact William Primrose, of the one part, and William G. Short, of the county of Washington and State of Kentucky, of the other part, witnesseth: That the said Blanton, administrator as aforesaid, by and with the assent and direction of the said Samuel, Isabella, William, senior, William, junior, Alexander and Elizabeth, by their said attorney, and in pursuance of the directions of the last will of said William F. Taylor, deceased, which will is of record in the county of Washington aforesaid, has, in consideration of one hundred and forty-two dollars, by the said Wm. G. Short, to the party of the first part secured to be paid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sr., William jr., Alexander, and Elizabeth, by their said attorney, do bargain, sell, and convey unto the said William G. Short, all that part of the tract of land owned by the said Wm. F. Taylor, deceased, at the time of his death, and contained in the following boundary, (to wit:) Beginning at a beech tree where the south original line of D. Broadhead crosses a branch; thence N. 60 W., 44 poles, with said Broadhead's line, to where it crosses another branch; thence up said branch with its meanders 76 poles, to two ash saplins on said branch; thence S. 70 E., 36 poles, to a beech tree near a branch; thence down said branch with its meanders 90 poles, to the beginning. Also, so much of the tract aforesaid of said Wm. Taylor, deceased, as is contained in the boundary of the following deeds, to wit: One made by Buford W. Nail and Mary his wife, to the said William G. Short, dated the 7th January, 1831; another made by John Pope and Frances his wife, to the

said Short, and dated the 27th of Nov., 1826; and another deed made by James B. and Martha his wife, to the said Short, and dated 19th October, 1831; and all of which deeds are of record in the office of the clerk of the county of Washington aforesaid, be the same more or less: To have and to hold the tract of land described as aforesaid, to him the said Short, his heirs and assigns, forever. And the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., and William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid described tract of land to the said Short, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased, against the claim of no other person whatever.

In testimony whereof, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first above.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RANEY, Senior, [L. S.]
WM. RANEY, Jr. [L. S.]
ALEXANDER RANEY, [L. S.]
ELIZABETH RANEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to William G. Short, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 177.

Given under my hand this 7th September, 1837.

WILLIAM B. BOOKER, *C. W. C.*
By WILLIAM H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that the foregoing deed from the heirs of William F. Taylor, deceased, by their attorney in fact, William Primrose, and Willis Blanton, administrator, with the will annexed, of said decedent, to William G. Short, is a true, full, and complete copy [of] the original filed and recorded in my office.

In testimony whereof I have hereunto set my hand, and [L. S.] caused the seal of said court to be affixed at Springfield, on Tuesday, the 30th day of June, A. D. , and in the 47th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such credit is, and might of right be, given to all his official acts and doings.

Given under my hand this the 30th day of June, A. D. 1840.

J. P. W. C.

The deposition of Samuel Peter.

TAYLOR et al.
vs.
GEORGE M. SAVAGE, executor, &c.

STATE OF KENTUCKY, *Washington county:*

At the county court clerk's office, in the town of Springfield, in said county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, judge of the county court of Washington county aforesaid, came personally Samuel Peter, a witness in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged thirty years. And the said Samuel Peter, being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Mr. Peter will state if he knows whether or not William Primrose, as attorney in fact of the heirs of William F. Taylor, deceased, and Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, or either of them, has not sold and received the purchase money, or had it received, for all that tract or parcel of land lying in Washington county, State of Kentucky, on the waters of Long Lick creek, containing four hundred acres, which Samuel Savage, as executor of William F. Taylor, deceased, sold Zacharias Peter, Simon Peter, Milbran Hogg, and John Peter; and also all that tract or parcel of land lying in the same county and State on the waters of Long Lick creek aforesaid, containing six hundred

and fifty-nine acres, which the said Savage, as executor aforesaid, sold to Alexander McDonald and the heirs and legal representatives of Richard McDonald, deceased; and if the said Blanton and Primrose, or either of them, have sold any or all of said land included in both said tracts, state how much they have sold, who they sold it to, and for how much they sold it.

Answer. The first four hundred acres in the interrogatory was sold by Wm. Primrose, attorney in fact for the heirs of Wm. F. Taylor, to Milburne Hogg and Mountford Peter, at the rate [of] one dollar per acre, making, as the deponent believes, the aggregate sum of four hundred dollars, as there were, as he believes, just four hundred acres in said tract; as to the six hundred and fifty-nine acre tract, this deponent states that he does not know what disposition was made, and to whom made, of the whole. Deponent knows, however, that William Primrose, as attorney aforesaid, sold of that tract, to Eli Peter, thirty acres, at the price of one dollar per acre, and the said Eli Peter fifty acres more, at the price of seven dollars and fifty cents per acre; to Wm. Anderson, a boundary which he thinks contains about eighty acres, for the sum of two hundred and eighty-eight dollars, and to Cornelius Shoemaker and Samuel Shoemaker, jointly, two hundred and ten acres, one hundred and fifty acres of which at the price of one dollar per acre, and sixty acres at the price of ten dollars per acre, making of said tract 370 acres, [the] aggregate sum of $1,443 00. Afterwards, one Willis Blanton, who administered on the estate of William F. Taylor, deceased, with the will annexed, sold said land at a public vendue, in the town of Springfield, the seat of justice for Washington county, where said land was sold in separate tracts and knocked off to the individuals before named, which this deponent then understood to be a matter of form, for the purpose of enabling said Blanton to make a deed in accordance with the sales made by said Primrose. And further this deponent saith not.

SAMUEL PETER.

Deposition of R. McDonald.

SAMUEL TAYLOR et al.
vs.
GEORGE M. SAVAGE, executor of Samuel Savage, deceased.

STATE OF GEORGIA, *Richmond county:*

At the city of Augusta, in said county, the nineteenth of October, in the year of our Lord one thousand eight hundred and forty, before me, John W. Wilde, judge of the court of common pleas in and for said county, came personally Robert McDonald and Peter Bennoch, of said county, witnesses in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein Samuel Taylor and others are complainants,

and George M. Savage, executor of Samuel Savage, deceased, is defendant.

On behalf of defendant, Robert McDonald, aged about forty-three years, being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following deposition, to wit:

I have seen Christian Brenthaupt write, am familiar with his handwriting, and say his signature as a witness to annexed receipt dated 26th March, 1816, for four thousand seven hundred dollars, is genuine, and that the said Christian Brenthaupt is now dead.

R. McDONALD.

Deposition of P. Bennock.

Peter Bennock, aged about fifty years, by me cautioned and sworn and examined, deposes and says: That he is acquainted with the handwriting of Samuel Taylor, having corresponded with him, and seen him write, and that he can say, from that knowledge, that the signature to the annexed receipt for four thousand seven hundred dollars, dated 26th March, 1816, and to the annexed letter of the same date, are in the hand writing of the said Samuel Taylor. Upon the cross-examination the said deponent says, that he does not believe that either the body of the said receipt or letter is in the handwriting of the said Samuel Taylor.

PETER BENNOCK.

Letter from S. Taylor to S. Savage.

EDGEFIELD, *March* 26, 1816.

SIR: You will be so good as to take of the estate of my deceased brother, William Forbes Taylor, four hundred and two dollars and eighty-eight cents, with the interest which has accrued thereon, from the date of the sale of said estate, and place or put it to the best use for the benefit of your son, William F. Taylor Savage, in schooling and such books as he may want. And this shall serve and be your voucher from me on a final settlement of the estate.

I am, yours, SAMUEL TAYLOR.

Receipt of S. Taylor.

SOUTH CAROLINA, *Edgefield district:*

Received, March 26, 1816, of Samuel Savage, executor, four thousand and seven hundred dollars, on account of the estate of William Forbes Taylor, deceased. Witness my hand.

$4,700 00. SAMUEL TAYLOR,

For myself, and for Mary Rainey and her husband William Rainey, legatees of said estate.

Test: CHRISTIAN BRENTHAUPT.

SOUTH CAROLINA, *Ninety-six district,* } In equity.

To his honor Judge Gaillaird, esq., one of the judges of the court of equity in the said State.

The humble petition of Samuel Savage showeth: That your petitioner is one of the executors of the late William Forbes Taylor, deceased. That the said deceased died seized and possessed of a very considerable real and personal estate, and that the personal estate and some of the real property, by the direction of the will of the deceased, was sold on a credit, and the notes to a considerable amount have been received; that this money is bequeathed to some near relatives of the deceased residing in Scotland; that in all probability a very considerable time will elapse before these legacies are demanded; that while your petitioner is anxious to do all in his power to advance the legacies thus given, he is also desirous of incurring as little responsibility as possible. The sum in his hands is considerable, and his duty to himself and family requires that he should not incur responsibility, either by neglect of his duty to those entitled to this money, or by an injudicious endeavor on his part to increase the legacies by lending the money out at interest, or investing it any other way he might conclude advantageous. In order, therefore, to do every justice to the objects of the bounty of his deceased friend, and also to lessen the responsibleness of himself as much as possible, he humbly prays that your honor would make such order in the premises as shall seem equitable and just, and will indemnify your petitioner. And he will ever pray, &c.

YANCY T. LENOX, *pro petitioner.*

February 14, 1815.

On reading the above petition, and on motion, ordered that the petitioner lend out the money mentioned in the petition on a credit of twelve months, on such good security as he may approve, &c.

THE STATE OF SOUTH CAROLINA, *Abbeville district:*

I, Benjamin Y. Martin, commissioner in equity for Abbeville district, formerly denominated Ninety-six district, do certify that the foregoing page contains a true copy of the original of record in my office.

Given under my hand and official seal, this the twenty-first day of April, in the year [of] our Lord one thousand eight [L. S.] hundred and forty, and in the sixty-fourth year of the declaration of American independence.

BENJAMIN Y. MARTIN, *C. E. A. D.*

I, Job Johnston, one of the chancellors of the State of South Carolina, and presiding judge of the court of equity for Abbeville (formerly Ninety-six) district, in said State, do hereby certify that Benjamin Yancy Martin, whose name is subscribed to the foregoing

attestation, was at the date thereof commissioner and register of said court, and that full faith and credit are due to his attestation as such; and that the said attestation is in due form of law.

Given under my hand the twenty-fifth day of April, in the year of our Lord eighteen hundred and forty.

J. JOHNSTON.

TAYLOR et al.
vs.
GEORGE M. SAVAGE, executor, &c.

STATE OF KENTUCKY, *Washington county:*

At the county court clerk's office, in the town of Springfield, in said county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, a judge of the county court of Washington county aforesaid, came personally William Anderson, a witness in a certain suit depending in the District Court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged sixty-two years; and the said William Anderson being by me carefully examined, and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Deposition of W. Anderson.

Mr. Anderson will state how much land he purchased of William Primrose, attorney in fact of the heirs of William F. Taylor, deceased, and Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, which is included in, and is a part of, the same tract, lying in Washington county, State of Kentucky, on the waters of Long Lick creek, which Samuel Savage, as the executor of William F. Taylor, sold Alexander McDonald and the heirs of Richard McDonald, deceased; how much he gave for it, &c.?

Answer. I think I purchased of said Primrose, as attorney aforesaid, about eighty acres. I purchased from him certain boundaries, which I suppose, and believe, contains the above amount of eighty acres, and paid him for said boundary the sum of two hundred and eighty-eight dollars; afterwards, for the purpose of getting a deed, I purchased by certain agreement, at public auction, in the town of Springfield, from one Willis Blanton, the said boundary, bidding the said sum of two hundred and eighty-eight dollars; and the said Blanton, as administrator, with the will annexed, of William F. Taylor, and the said William Primrose, attorney in fact for the heirs of Taylor, executed me a deed. And further this deponent saith not.

WILLIAM ANDERSON.

Deposition of W. Blanton.

The deposition of Willis Blanton, taken before , one of the judges of the county court of Franklin county, in the Commonwealth of Kentucky, on the 19th day of April, in the year of our Lord 1841, at the law office of E. S. Morehead and W. D. Reed, in the town of Frankfort, and State of Kentucky, in the county aforesaid, to be read as evidence in a certain suit now depending in the United States District Court for the State of Alabama, holden at Huntsville, in the State of Alabama, in a certain suit depending in the said court, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alex. Rainey, and Eliza Rainey, are plaintiffs, and George M. Savage, executor of the last will and testament of Samuel Savage, defendant, dec'd.

The said deponent, being first carefully examined and cautioned, and sworn to tell the truth, and the whole truth, doth depose and say: That he lives a greater distance than one hundred miles from the said town of Huntsville, Alabama. Furthermore he saith, that the annexed deed of release, hereunto sealed, dated the 24th day of August, 1837, and signed by William Primrose, as the attorney in fact for persons therein named, endorsed "A true copy: Willis Blanton," was executed on the day of the date thereof, and for the purpose therein named.

Deponent further states, that he was the administrator, with the will annexed, of William F. Taylor, late of Edgefield district, South Carolina, and that, as such, he sold a part of the land belonging to the estate of Taylor, lying in the State of Kentucky, and he took the said deed of release for the heirs of said Taylor from William Primrose, their agent.

WILLIS BLANTON.

Copy of deed of release referred to in deposition of Willis Blanton.

Whereas Willis Blanton, of Franklin county, Kentucky, at my solicitation became the administrator, with the will of William F. Taylor, deceased, annexed, by appointment in the county court of Washington, Kentucky: and whereas the said Blanton, in pursuance of the duties of said will, has sold and executed conveyances for all the lands of the said testator which lies in the State of Kentucky, and the sale money has either been paid, or secured to be paid, to me as agent and attorney in fact for Samuel Taylor and Isabella Lawson Taylor his wife, William Rainey, sen., Alexander Rainey, and Elizabeth Rainey, devisees and heirs at law of the said William F. Taylor, deceased, to whom the proceeds of the lands aforesaid properly and of right belong: now these presents witnesseth, that the said Samuel, Isabella, William, senr., William, junr., Alexander, and Elizabeth, by the said Wm. Primrose, their attorney in fact, do hereby release and forever quit the said Willis

Blanton from all claims or demand, action or cause of action, appertaining or in any manner relating or growing out of the administration aforesaid, and do hereby covenant and agree to keep the said Blanton harmless and indemnified against all or any sort of damage accruing or growing [out] of said administration, or his, the said Blanton's, acts as administrator aforesaid.

In testimony whereof, the said Samuel, Isabella, William, junr., William, senr., Alexander, and Elizabeth, by their said attorney Wm. Primrose, have hereunto set their hands and affixed their seals this 24th day of August, 1837.

SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Sr. [L. S.]
WILLIAM RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By their attorney in fact, WILLIAM PRIMROSE, [L. S.]

In the presence of witness:
WILLIAM OWSLEY.

Endorsed—A true copy: WILLIS BLANTON.

TAYLOR et al.
vs.
GEORGE M. SAVAGE, executor, &c.

STATE OF KENTUCKY, *Washington County:*

At the county court clerk's office, in the town of Springfield, in said county, on the 10th day of April, in the year of our Lord one thousand eight hundred and forty, before me, John B. Smith, judge of the county court of Washington county aforesaid, came personally James McDonald, a witness in a certain suit depending in the District Court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged forty-two years; and the said James McDonald being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Deposition of Jas. McDonald.

Mr. McDonald will please state if he knows what has been the course of William Primrose, as the attorney in fact of the heirs of William F. Taylor, deceased, and Willis Blanton, administrator, with the will annexed, of William F. Taylor aforesaid, in relation

to the four thousand four hundred acre tract of land lying in Washington county, State of Kentucky, on the waters of Long Lick creek, and which was owned by William F. Taylor; and more especially that portion of it which Samuel Savage, as executor of William F. Taylor, sold to Alexander McDonald and the heirs of Richard McDonald; and also the tract which the said Savage, as executor aforesaid, sold to Zachariah Peter, Simon Peter, Milburn Hogg, and John Peter. How much of it have they (the said Primrose & Blanton, or either of them) sold, compromised, or in any other way disposed of. Whether they did not repudiate the sale made by Savage, as executor aforesaid, and treat it as a nullity. And whether they have not sold the same identical land which Savage sold, and received pay for it, or secured it to be paid, &c.

Answer. William Primrose, some time in the year 1837, did denounce and treat as a nullity the sale of the lands named in the interrogatory, and more especially the one thousand acres that was purchased from Samuel Savage by the aforesaid Alex. McDonald and Zachariah Peter, and did sell and convey to the occupants said thousand acres, the same identical land which was sold by the said Savage as aforesaid, and has received, in part, the consideration money, and had the balance secured to him. My own impression is, this said Primrose sold the balance of said four thousand acres of land, and to my own knowledge he sold the one thousand acres as aforesaid, being that portion that was purchased by Alexander McDonald and the heirs of Richard McDonald, Zachariah Peter, Simon Peter, Milbourn Hogg, and John Peter. The occupants gave about two dollars per acre for the principal part of said one thousand acre survey. There was some balance of said survey [for which] he got from seven to ten dollars per acre. And further this deponent saith not.

JAMES McDONALD.

The evidence of W. Anderson.

(*Peter Anderson's letter.*)

NEW ORLEANS, *April* 4, 1841.

DEAR SIR: I cannot send a deposition, as you have not informed me of the court in which the suit is pending. I send you however a statement, which, if of any importance, will, I have no doubt, be received by agreement as if sworn to. Sometime in the year 1837, whilst W. Primrose, the agent for the heirs of William F. Taylor, was in Florence, I had an interview with him growing out of the claim he professed to have on Captain Savage, executor of the will of Taylor, who died, as is said, in South Carolina. I had visited the residence of Capt. Savage, who resided in the country, and looked into his papers relating to the administration of the estate; and on my return to town it was, and at [a] public house or inn in the town of Florence, kept by a Mr. Dyers, that the interview took

place. I well remember that, during the conversation we then had, I informed Mr. Primrose that Capt. Savage would not compromise or arbitrate with him concerning the claim. Whether I was, in terms, directed by Captain Savage to say so to him or not, I do not at this time recollect. The day or evening before I went to the country to see Savage, I had a conversation with Primrose; from which I gathered, that he was willing to compromise or refer the case to arbitration. He told me he had been to see Capt. Savage. I do not remember that he either told me, in direct terms, that he was willing to settle without recourse to law, or that he had proposed to Savage to do so; but from what was said, the impression was left on my mind that his hopes of effecting a compromise would mainly depend on the result of my interview with Captain Savage. Accordingly, after that interview took place, and, as I believe, on the evening of the same day, I informed him, as I have stated, that the claim would not be settled by arbitration or by compromise. As at this, my last interview with Primrose, nearly the whole of my conversation with him consisted in giving that information, the impression is very strong on my mind that, in doing so, I was making reply to propositions, and was acting by authority from Captain Savage. Captain Savage, during my visit to him, and afterwards, expressed solicitude to put the matter, without delay, in a train for judicial decision. He proposed to endorse a writ, in order to accelerate an investigation. I never heard him express a wish to arbitrate or compromise to the claim.

The above statement is what at present I recollect. If it is not taken, I can swear to it. You will have to furnish the style of the oath, &c.

Yours, P. ANDERSON.

(Endorsed.)—This letter, so far as it is competent testimony, is to be read on hearing of the case Taylor's heirs *vs.* Savage, executor, in the federal court at Huntsville, as if in the form of a deposition.

HOPKINS & McCLUNG,
Solicitors for complainants.

Nov. 23, 1841.

Com. to take dep. of J. P. and A. Giles.

THE UNITED STATES OF AMERICA,
Northern District of Alabama:

To Armstead Burt, James Alston, and Thomas Thompson, Commissioners, or either of them.

Know ye, that we, in confidence of your prudence, circumspection, and fidelity, do hereby commission, authorize, and require you, or either of you, to call, and cause to come before you, at such time and place as you, or either of you, may appoint, John Power

and Andrew Giles, witnesses on behalf of the respondent, in a certain cause now pending, and for trial in the District Court of the United States of America, for the northern district of Alabama, in which said cause William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants against George M. Savage, executor of the last will and testament of Samuel Savage, deceased, is respondent, and them, after, being first duly qualified, on oath, diligently examined on the interrogatories exhibited by said respondent hereto appended, and such examination so taken from under your hands and seals, or under the hand and seal of either of you, send certified to the clerk of the district court aforesaid, at the term of said district court to be held at the court house, in the town of Huntsville, in the district aforesaid, on the third Monday in May next, to be read in evidence in the trial of said cause.

Witness, the honorable William Crawford, judge of said district court, this fifth day of March, A. D. one thousand eight hun-
[L. S.] dred and forty-one, and of American independence the sixty-fifth. Issued the fifth day of March, 1841.

Attest: B. T. MOORE,
Clerk of said court.

Interrogatories propounded to J. Power and A. Giles.

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE and ELIZA his wife, GEORGE PORTER and ELSPET his wife, WILLIAM RAINEY, ALEXANDER RAINEY, and ELIZABETH RAINEY, complainants, *against* GEORGE M. SAVAGE, executor of the last will and testament of Samuel Savage, deceased.

Pending in the district court of the United States, for the northern district of the State of Alabama, at Huntsville.

Interrogatories to be propounded to John Power and Andrew Giles, witnesses, residing in the State of South Carolina.

To John Power: Interrogatory 1st. Were you acquainted with one Samuel Taylor, the brother of William Forbes Taylor? if so, when and where did you become acquainted with him? 2d. What was the business of the said Samuel Taylor, in the State of South Carolina, at the time you became acquainted with him; when did he arrive in South Carolina; where from; and when did he leave there? 3d. Did you ever hear the said Samuel Taylor speak of the management of his brother William Forbes Taylor's estate by Samuel Savage? if so, when and where, and what did he say in reference thereto? Did you hear him say he had examined the condition of said estate, and its management, before he left the United States? and if so, whether he manifested his approbation as to its

management, and how? 4th. Were you acquainted with William Forbes Taylor in his lifetime, and his place of residence? if so, how far did he reside from Samuel Savage at the time of his death? 5th. Were you acquainted with the said William Forbes Taylor's estate at the time of his death—its extent and value; were you present at the sale of his estate by his executor; were they, the executors, all of them, present at the sale; how did the property sell? Please state fully all you know about said estate, of what it consisted, and, as nearly as you can, the value of the real and personal estate, and the management of the estate by the executors? 6th. Were you well acquainted with Samuel Savage? if so, state if you knew when he removed from South Carolina; and where to; state if you know whether he made preparatory arrangements to moving; and whether his intention to remove, and his removal, was well known in that neighborhood.

To Andrew Giles: Interrogatory 1st. Were you acquainted with one Samuel Savage, in the State of South Carolina, before his removal to the State of Tennessee; in what part of the State of South Carolina did he live; and how far from Augusta? 2d. Were you ever commissioned by him in South Carolina? if so, at what time to draw from the Augusta Bank an amount of money; if so, what amount; did you procure it from said bank on his order; and to whom were you informed by him it belonged? 3d. At what time, did Samuel Savage remove from South Carolina; was his intention to remove, and his removal, known generally in his neighborhood?

DILLAHUNTY,
WRIGHT, and
PROBOSCO,
Solicitors for respondent.

I, Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, certify that the above and foregoing contains a true and complete transcript of the interrogatories filed by the respondent in *in* the cause of William Taylor and others, vs. George M. Savage, executor, &c. of Samuel Savage, deceased, as specified before.

In testimony whereof, I hereto subscribe my name, and affixed [L. S.] the seal of said district court, at office, in Huntsville, in said district, this fifth day of March, A. D. eighteen hundred and forty-one.

B. T. MOORE, *Clerk D. C.*

Dep. of John Power.

WILLIAM TAYLOR, and others, *against* GEORGE M. SAVAGE, ex'r of Samuel Savage, dec'd. } Pending in the district court of the United States, for the northern district of Alabama, at Huntsville.

Examinations and depositions taken, under oath, of John Power, sen., and Andrew Giles, witness on part and behalf of the re-

spondent, at Abbeville court house, in the State of South Carolina, on the 9th day of April, 1841, by authority of a commission in the above stated cause.

Answers of John Power: to interrogatory 1st. I was acquainted with Samuel Taylor, brother of William Forbes Taylor: I became acquainted with him at the residence of Samuel Savage, in Abbeville district, South Carolina, in 1816 or 1817. Interrogatory 2d. The said Samuel Taylor came to this State from Scotland, as I always heard and believed, to prosecute his rights as heir and devisee, or next of kin of his brother William Forbes Taylor: he remained in Abbeville district not more than two days. I am unable to say how long he remained in this State, but think it was but a short time. Interrogatory 3d. During the sitting of the court of equity at Edgefield court house in the year 1817, as I think, I heard Samuel Taylor speak of Samuel Savage in terms of respect and regard; but I do not remember that I heard him speak of the manner in which his brother's estate had been managed by Samuel Savage; Samuel Taylor might have obtained any information desirable in regard to his brother's estate, from records in the public offices at Edgefield court house, to do which, I suppose, was his business at that place. Interrogatory 4th. I was acquainted with William Forbes Taylor, and knew his residence at the time of Taylor's death: he resided about seventy miles from Samuel Savage's. Interrogatory 5th. I did not know the extent or value of the estate of William Forbes Taylor; I knew that he owned lands, negroes, and live stock; I was present at the sale: two of the executors, Savage and Patrick McDowell, were present; but I do not remember that any other of them; during the two days of the sale, when I was present, the property, especially the negroes, sold for their value, I thought; but anything I saw sold, was well sold. Savage was active, and seemed disposed to make the property sell for its value. I did not know particularly the manner in which Savage managed the estate, but have no doubt he did it well; so far as I heard, and believed, the land sold for its value. It was thin land. Interrogatory 6th. I was well acquainted with Samuel Savage; his intention to remove was well and generally known; he was making preparations for his removal six or twelve months, and his removal was public and well known; he removed in May, 1818, to Tennessee, having bought lands there some twelve months or more previously. Samuel Savage did much business to arrange preparations to his removal, and averred, as an object in settling his business, his determination to remove from South Carolina.

JNO. POWER, SEN'R.

Dep. of A. Giles.

Answers of Andrew Giles: to interrogatory 1st. I was well acquainted with Samuel Savage; he resided near to me in Abbeville district, South Carolina, about seventy miles from Augusta; from

which place he removed to Tennessee. Interrogatory 2d. In October, 1813, by the order of Samuel Savage, I drew from the Augusta Bank forty-five hundred dollars, ($4,500,) and was informed by him it belonged to the estate of William Forbes Taylor, and was part of the assets in the hands of Savage, as executor of Taylor. Interrogatory 3d. Samuel Savage removed to Tennessee in the early part of 1818; his intention to remove was generally known for some twelve months, and his removal was public and generally known.

A. GILES.

Dep. of W. Garrett.

SOUTH CAROLINA, *Edgefield district:*

At Edgefield court house, in said district, on the 27th day of April, in the year of our Lord one thousand eight hundred and forty, before me, A. P. Butler, one of the associate judges of South Carolina, came personally W. Garrett, A. B. Addison, Oliver Towles, John S. Jeter, and M. Mims, witnesses in a certain suit depending in the district court of the United States, for the northern district of Alabama, wherein William Taylor and others are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant, on behalf of defendant, and aged as follows, viz: William Garrett 67 years, A. B. Addison 51 years, Oliver Towles 37 years, John S. Jeter 50 years, and M. Mims 59 years. Witnesses being, by me, carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed depositions, to wit:

William Garrett says he was well acquainted with Wm. Forbes Taylor in his lifetime; he resided for many years in Cammelton, in Edgefield district, and died about six miles from that place, at his residence called Summerville. The witness was residing in Cammelton, and was in the habit of having constant intercourse with the said Taylor during his residence in Cammelton. Taylor was seized and possessed, at the time of his death, of the following parcels of land, to wit: his residence, Summerville, and some other small tracts in the neighborhood; all of which, witness thinks, were not worth more than four thousand dollars; witness says he would not have given that sum himself. The witness was at the sale of Taylor's property, and is entirely satisfied that all the negroes, and other personal property, were sold, the sale being generally attended, with a fair competition in the biddings. Witness was well acquainted with Samuel Savage, from his boyhood, until he removed from South Carolina; when the said Samuel was about 16 years old, he was employed as a clerk by witness and his brother James, who were doing business in Cammelton; afterwards, Savage was in the employment of William Forbes Taylor, who had great confidence in him; witness had great confidence in

his integrity, probity, and business habits, and from his general character would think him incapable of perpetrating a fraud, or doing wilful injustice. At the suggestion of the witness, he states that after Taylor left Cammelton, which was about 1809 or 1810, witness saw him but occasionally, and can't speak with any confidence of his pecuniary affairs; witness was under the impression, a mere impression, that Taylor's property consisted principally of choses in action and bank stock, but he can speak with no confidence, as Taylor never made any particular communication to him on the subject, and witness would wish to be understood as speaking rather from conjecture, than any certain fact. The witness recollects to have been introduced to Samuel Taylor, as a brother of Wm. F. Taylor, by Capt. Samuel Savage: this was at Edgefield court house some time in the spring of 1816.

WM. GARRETT.

Sworn to and subscribed before me.

A. P. BUTLER, *Associate Judge.*

Dep. of A. B. Addison.

A. B. Addison, residing in Edgefield, and aged 51, on oath, saith: That he was present at the sale of Wm. F. Taylor's estate, and saw there Samuel Savage, Patrick McDowell, Duncan Mattheson, and Wm. Ross, who appeared to be jointly concerned in conducting the sale; heard people speaking of the sale of the land, and the opinion expressed that it had been sold for its value; particularly, it was said, that Summerville had sold for a high price, considering the times and circumstances of sale. Witness says the sale was fully attended, and there was a fair competition in the biddings; the sale commenced at Summerville, and continued for four or five days, and ended in Cammelton; and witness was present every day. The witness has examined, with O. Towles, the original account of sales filed in the office of Ordinary of Edgefield district, and the annexed copy is a true and actual transcript from the original, containing all and omitting no article.

A. B. ADDISON.

Sworn and subscribed to before me.

A. P. BUTLER, *Associate Judge.*

Dep. of O. Towles.

Oliver Towles, Ordinary of Edgefield district, aged 39 years, says the annexed copy of account of sales is a true, full, and actual transcript from the original filed in his office. He feels it due to himself, and but justice to others, to make this explanation of other certificates and copies having his signature. The witness was the successor in office of Jefferson Richardson, who was dead at the time witness assumed on himself the duties of his office. Richardson

had succeeded Jno. Simkins, who had been Ordinary for many years before his death. Not long after witness had gone into his office, he was applied to by Wm. Primrose for a copy of account of sales of Wm. F. Taylor's estate. He searched, and could not find [it] in the ordinary shelves in which his successor had kept their papers. Witness found the inventory recorded in a book kept by Jno. Simkins, and witness transcribed that, and gave a certificate that he could not find the account of sales in his office. Some time subsequent, witness was induced to look into an old desk in the corner of his office. Among other papers of settled estates, he found in this desk the account of sales from which he has made out all the subsequent copies having his signature. He now states, that if heretofore he has made out any other copy in any wise different from the one annexed, it was made out by unintentional mistake. The law did not require accounts of sales to be recorded during the time Jno. Simkins was Ordinary, and witness has found in his office no book in which such papers were recorded. Witness now records them, as lately required by law so to do.

OLIVER TOWLES.

Sworn and subscribed before me.

A. P. BUTLER,
Associate Judge.

Rec'd of Samuel Savage, executor of the estate of Wm. F. Taylor, deceased, the sum of ten thousand and thirty-seven dollars and thirty-six and one quarter cents, in full of his actings and doings on the said estate up to this date, as per his account current this day rendered to the Ordinary of Edgefield district. I say rec'd by me this twenty-second day of April, anno Domini, 1818.

SAMUEL TAYLOR,
WILLIAM RAINEY, and
MARY, his wife,
Per ADAM HUTCHISON,
Their Attorney.

Test:
JOHN S. JETER,
M. MIMS.

Dep. of J. S. Jeter.

John S. Jeter, a resident of Edgefield dist., aged *five* years, says, on oath, that he, with M. Mims, signed his name to the annexed receipt, and has no doubt it was executed for the purpose it purports to be.

JOHN S. JETER.

Sworn and subscribed to before me.

A. P. BUTLER,
Associate Judge.

Dep. of M. Mims.

M. Mims, a resident of Edgefield, aged 59 years, on oath, saith, that the body of the above annexed receipt is in his hand writing, and that he signed his name as one of the subscribing witnesses to the same, and that he is satisfied it was executed for the purpose expressed in it.

M. MIMS.

Subscribed before me.

A. P. BUTLER.

DISTRICT OF SOUTH CAROLINA, *Edgefield court house.*

WILLIAM TAYLOR, GEORGE TAYLOR, WILLIAM PRIMROSE, and ELIZA his wife, GEORGE PORTER and ELSPET his wife, WILLIAM RAINEY, ALEXANDER RAINEY, and ELIZABETH RAINEY, complainants,
vs.
GEORGE M. SAVAGE, executor of Samuel Savage, deceased, defendant.

In equity. In the district court of the United States for the northern district of Alabama.

To Henry H. Cumming, esq., attorney for William Taylor and others, complainants in the above stated case.

SIR: You are hereby notified that John S. Jeter, Matthew Mims, A. B. Addison, Oliver Towles, William Garrett, will be examined, &c., bene esse, before me, at the court house in Edgefield district, on Monday, the 27th of April, instant, at ten o'clock in the forenoon, as witnesses for the abovenamed defendant, according to the act of Congress in such case made and provided; at which time and place you will be entitled to be present, and to put interrogatories to the said witnesses. Given under my hand, this 23d day of April, in the year of our Lord eighteen hundred and forty.

A. P. BUTLER,
Associate Judge of So. Ca.

April 23d, 1840.

I acknowledge due and legal service of the within notice, this 2d April, 1840.

HENRY H. CUMMING,
Attorney for William Taylor and others.

Account of sales referred to by O. Towles.

2 tracts land 781 acres	$1 62½	E. Morgan, Amos Dubose	$1269 13
1 do do 290 do	87	Benjamin Grumbles	252 30
1 do do 224 do	56¼	William Morgan	126 00
1 do do 338 do	4 25	William Olds	1436 50
1 do do 193 do	5 01	William Hall	966 93
1 lot called Rowan's	35 00	Peter Robertson	35 00
1 tract land 124	33	John Delaughter	40 92
Houses and lots in Campbellton	500 00	Mason Garrett	
	313 00	Resold to Geo. Pearson	313 00
4 days' fishing at Stephen's ck.		Christian Breithaupt	780 00
73 the cow shoal fishery		James Jones	79 00
Taylor's Fishery		George Adams	73 00
27 sheep	3 34	James Gardner	90 18
1 sorrel horse	71 00	William Jackson	71 00
1 riding do	40 00	Duncan Mathison	40 00
1 horse Buck	44 00	John Glascock	44 00
1 do Pocket	67 00	William Olds	67 00
1 do Rock	25 00	P. Prince, Ren. Cloud	25 00
1 do Grumble sorrel	28 00	Tho. Ga. Watkins	
Resold at	22 75	Samuel Savage	22 75
1 horse called Twigg	1 00	Cash	1 00
1 mule	93 00	Saml. Lowther	93 00
1 do	100 00	Ketch Penny, Wm. Garrett	100 00
1 do	74 00	Felix McKinne	74 00
1 do	81 00	Wm. Garrett	81 00
1 do	71 00	F. McKinne	71 00
1 do	105 00	Wm. Garrett	105 00
1 do	79 00	F. McKinne	79 00
1 do	92 00	Do do	92 00
1 waggon	88 00	George Walker	88 00
1 cart	7 50	George Pearson	7 50
1 ox ditto	12 25	Thomas Webster	12 25
17 goats	1 50	Tho. Watkins 27 00 to Leroy Hammond, sr.	21 76
Resold	1 28		
5 head cattle	51 00	Thomas Glascock	40 00
Resold	40 00	Amos Dubose	
5 head cattle	41 00	Reuben Cloud	41 00
5 do do	30 00	Lewis Holloway	30 00
5 do do	24 25	John Curry, sr.	24 25
5 do do	21 50	Do do	21 50

ACCOUNT OF SALES.—Continued.

5 head cattle	20 00	John Curry, sr.	$20 00
5 do do	17 00	Do do	17 00
2 do do	15 50	For 5 do do	6 20
1 yoke oxen	49 50	E. Murphy	49 50
1 do do	49 00	Do do	49 00
1 do do	23 00	John Morgan	23 00
1 lot of 12 hogs		E. Murphy	67 25
1 do 10 do		Do do	61 25
1 do 11 do and shoats		Leroy Hammond, jr.	18 00
1 lot of 8 hogs		John Glascock	51 00
1 do 8 do		A. Rogers	35 50
1 do 8 do		Wm. Thomas	20 25
1 sow and 2 pigs		Do do	8 00
1 lot 14 hogs & pigs		Wm. Olds	42 00
1 do 8 do as they run		Benjn. Grumbles	2 00
1 40 saw cotton gin		Wm. Garrett	34 00
1 old do do		Do do	2 00
1 lot all the cotton seed		Jno. Gray, jr.	1 00
1 waggon		Robert Livingston	100 00
1 chair and harness		Samuel Savage	250 00
1 large grindstone		Jacob Dawforth	7 50
1 small do		E. Murphy	8 00
1 small copper still		Wm. Evans	30 00
1 large do do		Samuel Savage	67 00
Negro man Charles		Wm. Samuel	270 00
Do boy Bartley		Wm. Shaw pr. T. Coxe	400 00
Do boy Jim		Lewis Calfrey	275 00
Negroes Cuff & Rachael		James Gardner	965 00
Negro man Dave		Wm. Garrett	181 00
Do do Harry		James for Thos. Gardner	306 00
Do Holliday, his wife and two children		Do for do do	1252 00
Do Jack, his wife and four children		John Key	1163 00
Do boy Sam		James Day	358 00
Do do Nelson		Richard Quarles	500 00
Do do Romeo		Wm. Garrett	406 00
Do man Dick		Moses Tullis	205 00
Negro boy Bill		Benjamin Hightower	520 00
Do do Abner		Benjamin C. Yancy	390 00
Do do Marcus		James Day	363 00

ACCOUNT OF SALES.—Continued.

Negro man Charles and tools		Thomas McKie	$ 1220 00
Do girl Rhina		Sampson Butler	412 00
Do man Tom & wife Cressy	811 00	Leroy Hammond, jr. } Isaac Larocke }	766 00
Resold	766 00	Felix McKinne	450 00
Negro boy Limas		Benjamin M. Runnels	700 00
Negro man Gabe		Jno. Wooten, pr. A. Richardson	331 00
Do woman Amy		Musco Livingston	436 00
Do boy John		E. Murphy	16 50
A lot axes		Frederick Hill	8 00
A Grindstone			
Set small do, 2 spades, &c.		Wm. Thomas	5 00
Do axes, hoes, &c.		Wm. Garrett	14 25
Do sundries		Henry Milling	2 00
Do scythes and cradles		Wm. Garrett	5 75
Do 11 axes and 1 hoe		John Terry	16 00
Do 4 ploughs		Thomas Key	4 25
Do 2 do and coulter		Wm. Garrett	7 00
Large beam		Allen Addison	3 00
1 wheel barrow		Charles Hammond	1 00
1 ⋈ cut saw		Alexander Stewart	6 25
Lot of 4 ploughs		William Garrett	6 75
Lot of 4 do		Do. do.	4 25
1 jack screw		Robert Frazer	5 00
1 pr. cart wheels		E. Doolittle	7 00
Grubbing hoe, axes, &c.		Cash R. C.	2 00
Garden rake, hoes, &c.		Wm. Garrett	11 00
Lot waggon gear		Do do	6 00
A truck cart		John Gray, jr.	11 25
An empty puncheon		George Hancock	2 50
A barrel with lime	3 12½	Covington Hardy	3 12
1 do shad		James Mosely	12 50
1 do do		Isaac Randolph	11 00
1 do do		Do do	11 50
1 seine twine		Felix McKinne	20 00
2 barrels flour		Leroy Hammond, sr.	14 00
2 do do		Isaac Randolph	13 50
2 do do		Do do	13 50
2 do do		John Gray, jr.	7 25
225 lbs. iron *a*	8	Isaac Randolph	18 00
4 shear moulds		John Grumbles	4 88
95 lbs. German steel *a*	27	Briton Mims	25 65

ACCOUNT OF SALES.—Continued.

120 lbs. German steel	30½	Isaac Randolph	$36 60
54 lbs. blister do	13¼	Wm. Garrett	7 15
1 keg tobacco		Austin Bunch	8 00
1 do do		Henry Tate	3 37
1 do do		Benjamin Davis	4 25
1 do do		George Hancock	3 50
1 do do		William Hardin	3 00
A lot rope		John Gray, sen'r	13 00
16 yds. bagging		Do do	6 40
49 lbs. twine		Felix McKinne	19 60
A lot sundries		George Hancock	2 25
1 wire sieve		John Gray, sen'r	1 25
1 lot rye, &c.		Wm. Garrett	56
1 keg barley		Duncan Mathison	31
1 lot jugs		Robert Hardy	2 75
1 chest tools, &c.		Thomas Webster	20 75
1 saddle and bridle		Wm. W. Williams	30 25
16 doz. quart bottles *a*	60 doz.	Allen Addison	9 60
30 gallons brandy *a*	90	Allen Addison	27 00
7 do do	1 00	Leroy Hammond	7 00
27 do do	1 00	William Minter	27 00
30 do do	1 03	Cook a black man	30 90
30 do do	1 06	Isaac Randolph	31 80
1 large barrel rye		Robert Hardy	1 56
2 casks lime in a lot		Wm. Garrett	7 00
5 bushels salt *a*	1 00	Wm. W. Williams	5 00
1 large pr. steelyards		Saml. Savage	6 25
1 smaller pr. do		Do do	3 25
1 pr. small do		George Adams	1 75
1 pr. do		Wm. W. Williams	2 06
1 pr. do		Leroy Hammond, jr.	75
1 lot measures, funnels, &c.		William Quales	2 00
1 jug honey		Wm. W. Williams	2 31
1 jug honey		John Gray, jr.	3 75
1 do do		Wm. Ross	3 75
1 do do		James Adams	2 00
1 do do		Michael Shannon	2 50
1 do do		William Morgan	2 75
1 do do		George Adams	69
1 demijohn do		Patrick McDowall	7 06
1 do do		Duncan Mathison	5 25
1 lot of 3 jars		Cash to S. Savage	1 94
68 pounds of wool	61	George Hancock	27 88

ACCOUNT OF SALES.—Continued.

1 lot car bells, cocks, axe, &c.		Wm. Morgan	$3 13
1 cask vinegar		Wm. Garrett	3 50
1 lot leather, &c. &c.	1 94	Geo. Adams 1 00 Wm. Morgan 94	1 94
1 lot 3 empty barrels		James Adams	1 62
1 do do do		Wm. Morgan	1 19
1 pr. sad irons		John Gray, jr.	81
1 lot of 5 reap hooks		Livingston Gardner	1 06
1 do 3 bee hives		Wm. Harden	5 50
1 do 3 do		Amos Dubose	2 25
1 do 4 do		Do do	5 94
1 do bee gums		Do do	1 00
1 do lumber		Do do	3 75
1 do 20 mobby stands		A. Stewart	5 38
1 do 2300 ft. lumber		William Hall	9 00
150 bushels corn	66	Leroy Hammond	99 00
200 do do	66	L. L. Hammond	132 00
27 bales 8551 lbs. cotton	10	Isaac Randolph	855 10
1 easy chair		Robert McCombs	30 50
1 bedstead & furniture		James Panton	38 50
1 do & do		Lewis Calfrey	40 00
1 do & do		George Adams	79 00
1 do & do		Cook a black man	40 00
1 bathing tub		Reuben Pride	8 00
1 secretary		Patrick McDowall	30 00
1 hammock		Simon Climing	5 00
1 doz. chairs		Barksdale Gardner	24 25
1 lot window curtains		George Adams	14 00
1 settee		Wm. Morgan	6 00
1 set mahogany tables		Richard Quales	45 50
1 round do do		George Adams	9 75
1 do do do		Do do	7 00
1 lot bedstead paint, &c.		George Pearson	3 00
1 pine table		Do do	75
1 maroon case		James Adams	5 00
1 spy glass		Duncan Mathison	11 00
1 lot likenesses and frames	16	Wm. Garrett	30 00
1 pr. oval looking glasses		Chas. Hammond	12 25
1 thermometer		Wm. Garrett	9 25
1 pr. candle shades		Lewis Calfrey	15 50

ACCOUNT OF SALES.—Continued.

1 lot dishes, plates, &c.		Benj. Hightower and E. Richardson	$4 00
1 do knives, forks, &c.		John Gray, sr.	5 00
1 do candlesticks		Jeremiah Bussy	4 00
1 do china and tea tray		Saml. Savage	9 00
1 looking glass		Cash to S. Savage	1 50
1 close box		R. McCombs	9 50
1 warming pan		Do do	2 25
1 pr. pists. with bayonets		Wm. Ross	25 00
1 pr. do		John Gray, sen.	15 17
1 do and holsters		Stephen Garrett	24 50
1 double barrel gun		Duncan Matheson	31 00
1 single do do		George Pearson	6 50
1 backgammon table		Duncan Matheson	2 06
1 wine cooler, spitting pan, &c.		John Gray, sen.	2 00
Law of Executors, 1 vol.		Cash to J. G. jr.	1 50
Encyclopedia 36		Patrick McDowall	46 00
Domestic do		William Garrett	16 00
Blair's Serms.		Joshua Key	4 25
Scottish Chiefs		William Garrett	2 00
Baron Detor		Do do	1 50
Varrel's Husbandry		George Pearson	2 31
Henry Fielding		William Garrett	5 75
Peregrine Pickle		John Tarraner	3 50
Humphrey Clinker		William Garrett	1 25
Adams' Defence		Lewis Hammond	2 00
Don Quixotte, 3 vols.		to McKinnes p. R. Campbell	2 25
History of Man		Jeremiah Bussy	4 00
Military Dictionary		George Pearson	1 31
Medical Companion		Amos Dubose	3 00
Do do		A. Edmonds	2 25
Pindar's works		John Tarraner	2 50
One volume		Cash to J. G. jr.	1 75
Trader's Guide		William Garrett	31
Peter Porcupine		George Pearson	63
Staunter's Embassy		Henry Tate	2 62
History of Ireland		William Garrett	1 25
Barcley's Apology		George Pearson	1 06
Tradesman's Dictionary		Do do	56
Mair's Book-keeping		A. Edmonds	1 06
Read's Digest		Simon Clements	56
Dunkeraler's Gibraltar		Cash to J. G. jr.	1 50

ACCOUNT OF SALES.—Continued.

A large book			Jeremiah Bussy	$2 06
A lot 3 small books			L. L. Hammond	1 75
Jones' book-keeping			Joshua Key	56
System of Agriculture			John Gray, senr.	50
A lot of 3 books			William Garrett	3 00
1 Do do			Duncan Matheson	2 00
1 Do do			Joshua Key	1 00
1 Do do			Wm. Garrett	62
1 Dictionary			Allen Addison	56
Map of the U. S. A.			William Garrett	5 25
1 pr. fire dogs, shovel and tongs			Geo. Pearson	10 25
1 do do, cannister and chamber pot			Enos Howard	1 25
1 set castors			Wm. Garrett	5 25
1 lot glass ware			A. Edwards	3 62
1 trunk medicine			Cash to J. G. jr.	1 38
1 map of the U. S. A.			George Pearson	56
1 set money scales			Richard Quarles	2 25
1 mahogany sideboard			John Curry, sr.	55 75
1 pr. saddle bags			Barksdale Gardner	4 81
1 do do			John Curry, sr.	2 00
1 iron chest			Duncan Matheson	50 00
1 bear skin			Wm. Ross	3 75
1 desk with drawers			J. Bartee	18 19
1 table			Robert Hardy	1 69
Kitchen furniture			John Gray, sr.	29 00
1 spinning wheel			Benjm. Floyd	2 37
1 do do & cards			Cash to J. G. jr.	1 56
1 trunk			Wm. Ross	3 00
1 silver watch			Samuel Savage	25 50
1 tea tray, flints, &c.			Enos Howard	1 94
14 lbs. iron	*a*	8	Briton Mims	11 92
10½ bus. peas		75	Wm. Hall pr. J. G. jr. $4	7 88
3 do do		75	John Gray, jr.	2 25
7 old chairs			James Jones	4 06
1 lot ironmongry			Enos Howard	3 81
1 pr. money scales			Saml. Savage	4 50
1 lot sheets, &c.			John Bartee	2 50
Oil cloth			George Pearson	1 12
1 lot phials, &c.			Cash to J. G. jr.	62
Chamber pots, &c.			L. L. Hammond	81
114 gallons brandy			Thomas S. Oliver	114 00
A half bushel			Wm. Ross	1 13

ACCOUNT OF SALES.—Continued.

A cask with Madr. wine		E. Howard	$8 00
1 lot straw and Fodder	950 lbs.	Duncan Matheson	1 00
2 iron wedges		George Livingston	
3 bales cotton, 949 lbs. *a*	10	Cash to R. C.	1 12
1 keg tobacco † 211,121 *a*4		Isaac Randolph	94 90
1 keg tob. † 136,139 *a*	7	Patrick McDowall	4 84
1 do do 81 lbs.	6½	A. B. Addison	9 73
1 do do † 56,136	6½	Livingston	5 26
1 do do 180,135	7¼	A. B. Addison	8 50
1 large beam scales and weights		Do do	9 79
40 bales 13,706 lbs. cotton	10	Joseph Hutchinson	27 00
1 lot 1 jug & phials, &c.	68¾	Patrick McDowall, J. Hutchinson	1370 60
Half a barrel of fish		Cash to S. Savage	69
		Stephen Garnett	5 00
			$24011 46

The above is a correct statement of the sales made by us the 20th, 21st, 22d, 23d, and 24th January, 1812, as the property of William Forbes Taylor, dec'd, of Edgefield, South Carolina.

SAM'L SAVAGE,
PATRICK McDOWALL,
WM. ROSS,
DUNCAN MATHESON.

By Oliver Towles, esq., Ordinary of Edgefield district.

SOUTH CAROLINA, *Edgefield district.*

I do hereby certify that the foregoing seven pages contain a true copy of the original sale bill of William Forbes Taylor, deceased, now of record in my office.

Given under my hand and seal of office, this 27th day of
[L. S.] April, 1840.

OLIVER TOWLES, *O. E. D.*

WILLIAM TAYLOR et al.
vs.
GEORGE M. SAVAGE, executor of Samuel Savage, deceased.

STATE OF GEORGIA, *Richmond county.*

At the city of Augusta, in said county and State, on the 22d day of April, in the year of our Lord one thousand eight hundred and

forty, before me, John W. Wilde, judge of the court of common pleas in and for the city of Augusta aforesaid, personally came Peter Bennock, George W. Morgan, Henry H. Cumming, and William W. Holt, witnesses in a certain suit depending in the district court of the United States, for the northern district of Alabama, wherein William Taylor and others are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant.

On behalf of defendant, Peter Bennock, aged fifty years and upwards, being by me carefully examined, cautioned, and sworn to testify the whole truth, of and concerning the matters in controversy in said suit, did subscribe the following deposition, viz:

Deposition of Peter Bennock.

Peter Bennock deposeth and sayeth: I know Mr. Samuel Taylor, of Scotland, and of the county of Aberdeen. I believe and know that he was in this city in the year eighteen hundred and sixteen; that he came here in the fall of eighteen hundred and fifteen, and left here in the spring or summer of the next year. He was reported to be the brother and one of the heirs of William Forbes Taylor, late of Edgefield district, State of South Carolina. He came to this country, as he told me, for the purpose of settling with the executors of William F. Taylor. I remember to have heard him say, not long before he left here on his return home, that he had received some money from Samuel Savage, one of the executors of William F. Taylor, but what amount it was I cannot recollect. While Samuel Taylor was here and preparing to leave, I heard him say either that he had appointed, or would appoint, Mr. Adam Hutchison as his attorney to settle, with the executors of William F. Taylor, the business of his estate. At this length of time I cannot be certain as to dates, but think I heard him speak on the subject both before and after he appointed Mr. Hutchison as his attorney, which I know he did. Mr. Samuel Taylor also requested me to act as his attorney, which I agreed to do, though only as to some lands in Kentucky; but as it was never convenient for me to go to that State, I never acted as his attorney in the business of William F. Taylor's estate. I know that Mr. Adam Hutchison did so act, and have heard him say, whilst attorney for Mr. Samuel Taylor, that he had received of Mr. Samuel Savage, executor of William F. Taylor, a considerable sum; according to my recollection, this was in the early part of the year eighteen hundred and eighteen; and that the sum was about ten thousand dollars. I have seen in possession of the defendant a receipt signed by Adam Hutchison, as attorney for Samuel Taylor, William Rainey and Mary his wife, for ten thousand and thirty-seven dollars thirty-six and one-fourth cents; dated twenty second April, eighteen hundred and eighteen; attested by John J. Jeter and M. Mims. I am well acquainted with Mr. Hutchison's handwriting, and know the signature to that receipt to be genuine. I was familiarly acquainted with Mr. Hutchi-

son from eighteen hundred and nine or ten, until his death. He has been dead several years. When living, he bore the reputation of a very correct and honest man. I am acquainted with the handwriting of Samuel Taylor, from having corresponded with him; and I believe the annexed agreement, dated ninth February, eighteen hundred and sixteen, and attested by Nicholas Ware, to be signed by his (Samuel Taylor's) own proper hand; as is also the annexed receipt, bearing the same date, and in like manner attested. The annexed letters—one dated seventh August, eighteen hundred and twenty-four; the other, eighth February, eighteen hundred and twenty-five—are original letters addressed to me from the said Samuel Taylor; and the Mr. Hutchison spoken of in both letters, but in one called David Hutchison, is Mr. Adam Hutchison, his attorney here. I am the administrator of the estate of Patrick McDowall, who was one of William F. Taylor's executors, and have settled with the heirs of William F. Taylor for all that came to Mr. McDowall's hands, and now hold their full release and discharge.

PETER BENNOCK.

GEORGIA, *City of Augusta:*

Whereas Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, and Samuel Taylor, brother of the said William F. Taylor, deceased, for himself and in behalf of his sister Mary Riney, and her husband William Riney, of Scotland, being desirous of adjusting the affairs of said estate, so far as have come to the hands of the said Sam'l Savage—consent and agree that the said executor shall pay over to the said Samuel Taylor at this time as much money as he can spare, and on or before the first of April ensuing, to pay over all the moneys that may be collected on account of said estate. The said Samuel Taylor, for himself and in behalf of his said sister Mary and her said husband, doth hereby consent and agree, on receiving from the said executor all the moneys that can be collected by the first of April next, to allow the said executor two years from this time to close the remaining business of said estate; and for the money heretofore deposited in the bank of Augusta, and which has since been put out at interest, no interest will be required of the said executor for said money during the time the same remained in bank; and on all moneys which may be collected hereafter by the said executor, no interest will be required, provided the same shall be paid over to the said Samuel Taylor, or his lawful agent, in a seasonable time after the same shall have been collected. The said executor hath permission to compromise all doubtful claims or debts due to the said Wil-

liam F. Taylor in his lifetime, or any litigated cases relating to the recovery of lands in South Carolina.

Given under my hand this 9th of February, 1816.

SAMUEL TAYLOR,
for himself and for my sister Mary Rainey, and William Rainey her husband.

Test: NICHOLAS WARE.

Rec'd, Augusta, 9th February, 1816, of Mr. Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, five thousand three hundred dollars, on account of money collected, due the estate of the said William F. Taylor, deceased.

SAMUEL TAYLOR,
for myself and for Mary Rainey, and her husband William Rainey.

Test: NICHOLAS WARE.

LESSENDRUM, DRUMBLADE, ABERDEENSHIRE,
August 7, 1824.

MR. BENNOCK.

My Dear Sir: I am sorry to be informed that your uncle, Patrick McDowall, esq., died some time ago, which I did not know till of late, and was rather surprised that the money was not sent us that was in his hands, of the proceeds of my late brother's property, which was about $1,500. As I understand you are one of Mr. McDowall's executors, I hope you will have the goodness to remit the money to us pr. first opportunity, as it has been a long time in his hands, and is high time to have the business of the estate in his hands wound up. Be so kind and see if the note that was in Eldrede Simkin's and Nicholas Ware's hands for collection, be all collected or not; and there was a note that Mr. McDowell held of *of* about $400, on Mr. Samuel Savage. Write him, if it is not paid, to pay it to you or Mr. David Hutchison, along with the rest of the money in his hands since he paid to Mr. Hutchison, which we received all safe; but there is a good deal more to collect, or is collected. And see if Mr. Savage made any annual returns to Mr. J. Samkins, clerk of the Ordinary's office, Edgefield, within three years; and write me if Mr. Savage is gone back to the State of Ohio—I do not know his address. Please write me on receipt of this. Wishing you long life and success in all your efforts, I remain, dear sir,

Yours, with esteem, SAMUEL TAYLOR.

N. B.—Address Samuel Taylor, Lessendrum, Drumblade, by Hunley, Aberdeenshire.

LESSENDRUM, DRUMBLADE, ABERDEENSHIRE,
8th Feb'y, 1825.

MR. BENNOCK.

Dear Sir: I wrote you on 7th August last, which I hope you have received; and am truly sorry to hear that our truly worthy friend, Mr. Patrick McDowall, is dead some time ago, which I did not know of till of late, and was surprised that the money that was in his hands, was not remitted, of the proceeds of our late brother's property, which was about $1,500; and as I understand you are one of Mr. McDowell's executors, I hope you will have the goodness to remit the money to us pr. first opportunity, as it has been a long time in his hands after collection, and we wish the business closed as soon as possible. Please be so kind and see if the notes that *wase* in Eldride Simkin's and Nicolase Ware's hands for collection be all collected; and there wase a note on Mr. Savage of $400 in Mr. McDowell's hands, be collected; if not, write him to pay it to you or Mr. Hutchison, along with the rest of the money in his hands of the proceeds of my late brother's property, and remit it to us; and see if he has made any annual returns at the Ordinary's office at Edgefield for these three years, or not, and let me know [if] Mr. Savage is got back to the State of *Ochoio*, and I do not know his address. Please write me on rec't of this. Wishing you long life and success in all your efforts, I remain, dear sir, with great esteem,

Yours, truly, SAMUEL TAYLOR.

Address Drumblade, by Hunley, Aberdeenshire, Scotland.

Deposition of G. W. Morgan.

George W. Morgan, aged about twenty-five years, being cautioned, sworn, and examined, deposes and says: That he is the assistant book-keeper of the bank of Augusta, Georgia, and, by virtue of his office, has the custody of the books in which the personal accounts of the customers of the bank are kept. That he has examined the personal accounts of Samuel Savage, Wm. F. Taylor, and the estate of William F. Taylor, and the annexed extracts signed by deponent are true and exact copies of said accounts, as they stand recorded on the books of said bank.

GEO. W. MORGAN.

Estate of W. F. Taylor.

1812.			1812.		
Oct. 13	To cash -	100	Sep. 14	By depos. -	770
14	Do -	400			
19	Do -	151 60			
27	Do -	118 40			
		770			770

Samuel Savage.

1813.				1813.		
Jan. 21	To cash	-	150	May 12	By cash	- 1,600
1814.				1814.		
Nov. 2	Do	-	4,000	April 9	Do	- 3,450
1815.						
Feb. 8	Do	-	900			
			5,050			5,050

Wm. F. Taylor.

1811.				1811.		
Oct. 24	To cash	-	2,000	July 1	By cash	- 3,000
1812.						
Feb. 17	Do	-	1,000			
			3,000			3,000

Estate of William F. Taylor.

1816.				1815.		
Mar. 4	To cash	-	87 50	May 30	By cash	- 87 50

GEO. W. MORGAN,
Assistant Book-keeper.

Deposition of H. H. Cumming.

Henry H. Cumming, aged thirty-six and upwards, being cautioned, sworn, and examined, deposes and says, that he was personally well acquainted with Col. Nicholas Ware, in his lifetime, and has been frequently present when Col. Ware was transacting business which required the signing of his name, and he presumes he has frequently seen him write, but cannot undertake, at this distance of time, to swear positively that he ever saw him do so; that the fact of Col. Ware's having been a conspicuous citizen of Augusta, and for many years a member of the bar, to which deponent also belongs, has rendered his signature perfectly familiar to deponent; that he has examined the two papers hereto annexed, viz: an agreement signed on the 9th day of February, 1816, by Samuel Taylor, for himself and for his sister Mary Rainey, and William Rainey her husband, and attested by Nicholas Ware; and a receipt given to Mr. Samuel Savage, one of the executors of the last will and testament of William F. Taylor, late of Edgefield district, South Carolina, deceased, signed, dated, and attested, as the said agreement, and is fully satisfied that the said papers, and their attestation, are in the handwriting of Col. Nicholas Ware, who is now dead.

HENRY H. CUMMING.

Deposition of W. W. Holt.

William W. Holt, being fifty years of age and upwards, deposeth and saith, that he was perfectly familiar with the handwriting of Col. Nicholas Ware, has frequently seen him write, and is confident that the signatures testified to by Henry H. Cumming, in the previous deposition, are in the handwriting of Ncholas Ware.

WM. W. HOLT.

The affidavit of H. Dillahunty.

WILLIAM RAINEY, WILLIAM PRIMROSE, & al.,
vs.
GEORGE M. SAVAGE, executor of Samuel Savage, deceased.

Henry Dillahunty, agent for the defendant (George M. Savage) in the above cause, and whose wife is one of the legatees under the will of the said Samuel Savage, deceased, makes oath, that since the commencement of this suit, he, as agent for the defendant, has been to South Carolina and Georgia, at two different times, in search of proof in defence of the above suit, and, among other things, found of record in the courts therein mentioned, the copies of the power of attorney, marked G and X, in the answer of the defendant in said suit, which, together with the authentication thereof, are made a part of the affidavit; upon one of said visits to South Carolina and Georgia, the defendant, George M. Savage, accompanied affiant, and they both examined with great diligence and care for the original powers of attorney, of which the above exhibits purport to be copies; they searched specially in the offices of the courts, where said powers are recorded, and saw and inquired with diligence of one Peter Bennock, the executor of Patrick McDowell, one of the attorneys in the power X, and inquired for Adam Hutchison, the attorney in the power G, and found that said Hutchison has been dead for many years, had died insolvent, and had no personal representation, and that the widow of said Hutchison had removed, and resided in Salisbury, North Carolina; whereupon, affiant caused said defendant to address two letter, at different times, to the widow of said Hutchison, at Salisbury aforesaid, making special inquiries for said original powers, and for the papers of said Hutchison, to both of which, the widow of said Hutchison answered, that said powers could not be found, were not in her possession or knowledge, and that after her husband's failure in business, he had burned most of his papers—affiant saw said letters and answers. Affiant and defendant have made diligent inquiry of all others likely to know where said powers were to be found; but, in all, failed to hear of or find the same; he wrote to Robert Raymond Read, Governor of Florida, the attorney who was supposed to have some knowledge upon the subject, and received from him for answer, that he did not know where said power were. Complainants have

been notified in the defendant's answer, to produce the power X, but failed to do so; under these circumstances, affiant has procured authenticated copies as aforesaid, to be filed, and states expressly, that he and defendant have been wholly unable to procure or find where said originals are. He expressly states, that he saw, when in South Carolina and Georgia, the records, of which said exhibits are transcripts. Affiant was advised, by counsel of eminence in South Carolina, that the laws of said State authorized the admission to record in said courts, powers proved and authenticated as aforesaid; and that the same were properly admitted to record, and in the proper office. He therefore prays, that these his grounds for reading said copies be received and filed, and that he be allowed to use said copies on the trial of this cause as the originals. This is asked alone for justice.

HENRY DILLAHUNTY.

Agent for G. M. Savage, ex'or of Samuel Savage, dec'd.

Subscribed and sworn, in open court, this 19th May, 1842.

B. T. MOORE, *Clerk D. C.*

Letter of Attorney.

Samuel Taylor to Adam Hutchison.

GEORGIA, *City of Augusta:*

Know all men by these presents, that I, Samuel Taylor, of Scotland, in the Kingdom of Great Britain, but at present of the city of Augusta, and State aforesaid, have ordained, constituted, and appointed, and by these presents doth ordain, constitute, and appoint, so far as I am authorized, do constitute and appoint, for my sister Mary Rainey, and her husband William Rainey, also of Scotland, Adam Hutchison and Peter Bennock, or either of them, my true and lawful attorney, and, so far as I can, the true and lawful attorneys of my said sister and her husband, to ask, demand, sue for, recover, and receive, all such sum or sums of money which were, are, or may become due and owing to the estate of the said William F. Taylor; and, on receipt thereof, *the* execute and deliver receipts or other discharges for the same; and also to sue for or prosecute all actions necessary for the recovery of *a* real estate in the State of Kentucky, belonging to me, and my sister, and her husband William Rainey, and for the recovery of which, a suit is now pending in the State of Kentucky; and I do for myself, and so far as I am authorized, ratify and confirm whatsoever my said attorneys, or either of them, may do, or cause to be done, in the premises. And I do, by these presents, so far as I am authorized, revoke, annul, and set aside a power of attorney, herebefore made and executed by my said sister, and her husband William Rainey, to Patrick McDowall, of the city of Augusta aforesaid.

Given under my hand and seal, this 2d April, 1816.

SAMUEL TAYLOR.

Test: NICHOLAS WARE.

SOUTH CAROLINA, *Edgefield District:*

Personally appeared before me, Nicholas Ware, and made oath on the Holy Evangelist of Almighty God, that he did see Samuel Taylor sign, seal, and deliver, the power of attorney, on the preceding pages, to Adam Hutchison and Peter Bennock, and did sign the same as a witness.

NICHOLAS WARE.

Sworn to before me, this 20th day of April, 1818.

W. JERTER, *Q. W.*

Recorded 22d April, 1818.

THE STATE OF SOUTH CAROLINA, *Edgefield District:*

I, Geo. Pope, clerk of the court of common pleas and general sessions, for the district and State aforesaid, do hereby certify the foregoing to be a correct copy of a letter of attorney, or instrument of writing, from Samuel Taylor to Adam Hutchison and Peter Bennock, as will appear by the record of book M M, page 57, remaining in the clerk's office, of the district aforesaid.

In witness whereof, I have hereunto set my hand, and affixed [L. S.] my seal of office, at Edgefield court house, this 17th day of August, 1839.

GEO. POPE, *C. C. P.*

THE STATE OF SOUTH CAROLINA:

I, A. P. Butler, one of the judges of the court of common pleas and general sessions, for the State aforesaid, and presiding judge of the said court in Edgefield district aforesaid, do hereby certify that Geo. Pope, who has signed the foregoing certificate, was, at the time of signing the same, and is now, clerk of the said court and recorder of mesne conveyances for Edgefield district aforesaid; that full faith and credit are, and of right ought to be, given to his attestation aforesaid.

[L. S.] Given under my hand, at Edgefield court house, this 17th day of August, 1839.

A. P. BUTLER,
Associate Judge of South Carolina.

THE STATE OF SOUTH CAROLINA:

By his excellency Patrick Noble, esq., governor and commander in chief in and over the State aforesaid.

To all to whom these presents shall come: Know ye, that George Pope, whose seal and signature appear to his certificate, on the sheet of paper hereto annexed, is, and was at the time of signing said certificate, clerk of the court of common pleas and general sessions, [and] ex-officio register of mesne conveyance in and for the district of Edgefield, and State aforesaid; and that A. P. Butler, whose signature also appears to his certificate on the annexed sheet of paper,

is, and was at the time of signing said certificate, one of the associate judges of the court of common pleas and general sessions for the State aforesaid, and presiding judge of said court in Edgefield district, and that their certificates are in due form, and by the proper officers; therefore all due faith, credit, and authority is, and ought to be, had and given to their proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of Columbia, the twenty-third day of August, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-fourth year of the independence of the United States of America.

[L. S.]

By the Governor:

M. LABODE, *Secretary of State.*

STATE OF KENTUCKY, *ss:*

Pleas held before the honorable Adam Beatty, Thomas Montgomery, and John Trimble, three of the judges of the general court, at the capitol, in the town of Frankfort, on Friday, the ninth day of January, 1818, and in the 26th year of the Commonwealth.

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } In equity.

Be it remembered that heretofore, to wit, on the 20th day of December, 1818, the plaintiff, by his attorney, filed in the clerk's office of the general court, the following declaration, to wit:

STATE of KENTUCKY, *Washington county, sct:*

John Doe complains of Richard Roe, in custody, &c.: for that, whereas William F. Taylor, a citizen of the State of South Carolina, the first day of April, in the year 1808, in the county aforesaid, had granted, demised, and to farm let to the said John Doe, one messuage tenement, and four thousand four hundred acres of land, with the appurtenances, lying and being in the county aforesaid, to have and to hold the tenement aforesaid, with the appurtenances, unto the said John Doe and his assigns, from the last day of March then last past, unto the full end and term of thirty years thence next following, and fully to be complete and ended; by virtue of which demise the said John Doe, into the tenement aforesaid, with the appurtenances, entered and was thereof possessed, until the said Richard Roe afterwards, to wit, the second day of April, in the year aforesaid, with force and arms, into the tenement aforesaid, with the appurtenances, in and upon the possession of him the said John Doe, entered, and the said John Doe from his farm aforesaid (his term aforesaid not being then nor yet ended) ejected, expelled, and amoved, and him from his possession aforesaid held out, and still doth hold out; and other enormities then

and there offered him against the peace and dignity of the Commonwealth, and to the damage of the said plaintiff $500; and therefore he brings suit, &c.

J. ALLEN, *Att'y P. q.*

December 14th, 1808.

SIR: You may perceive, by the foregoing declaration in ejectment, that I am sued for the premises therein mentioned, or some part of them, being in your possession, and to which I have no title. If, therefore, you claim any thereto, *attend and* to defend it, you must appear the 14th day of the present term of the general court, holden in Frankfort, and make your defence; otherwise I shall suffer judgment to pass against me by default, and [you] will be turned out of possession.

Yours, &c. RICHARD ROE.

To WILLIAM PETER, *tenant in possession.*

FRANKLIN COUNTY, *ss:*

This day before me, a justice of the peace in and for said county, John Hanna made oath, that on the 17th day of this month, he gave a copy of the foregoing declaration and notice to William Peter, tenant in possession, and at the same time informed him of the contents thereof.

Given under my hand, this 20th day of December, 1808.

JOHN RENNIDY.

At a general court held for the State aforesaid at the capitol, in the town of Frankfort, on the 20th day of December, 1808, it being the 14th day of the term, the following order was made, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, a citizen of the State of South Carolina, pl'ff. in ejectment, *against* RICHARD ROE, (that is) William Peter, def't. } In ejectment.

This day came the plaintiff, by his attorney, and it appearing, from the affidavit of John Hanna, that William Peter, the tenant in possession of the premises, has been duly served with a copy of the plaintiff's declaration, and the notice thereunder written; and he not appearing, it is ordered, that unless he (having legal notice of the order,) appear here at the next term, and enter himself defendant herein in the room of the said Roe, plead the general issue, confess the lease, entry, and ouster in the declaration supposed, and agree to insist upon the title only at trial—judgment shall be entered up for the plaintiff, and the Commonwealth's writ of habere facias possessionem be awarded. And it is further ordered, that the surveyor of Washington county do go upon the land in controversy between the parties, on the day of next, if fair, if not, then on the next fair day, and then and there survey and lay off the land, as either party may require, having regard therein to the interest of

both parties; state all matters of fact specially, and return four fair plats and certificates to the clerk's office, before the day of hearing; and that the sheriff attend said surveyor, and remove force, should any be offered.

And afterwards, at a general court held at the capitol, in the town of Frankfort, on the 9th day of December, 1809, until which time this suit was regularly continued, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
RICHARD ROE, (i. e.) William Peter, def't. } In ejectment.

It is ordered by the court, with the assent of the parties, that William Peter, the tenant in possession, be made deft. in the room of the now deft. Richard Roe, and shall immediately appear to the plaintiff's action, receive a declaration in a plea of trespass and ejectment of the land in question, and immediately plead thereto not guilty; and if, upon the trial of the issue, verdict shall be given for the defendant, and the plaintiff shall not prosecute his suit for any other cause than not confessing the lease, entry, and ouster aforesaid, then the lessor of the plaintiff shall pay costs, if the plaintiff himself does not pay them; whereupon, the defendant came into court, and defend the force and injury, when and where, &c., and confess the lease, entry, and ouster in the declaration supposed, and agrees to insist on the title only at the trial; and he further says, that he is in nowise guilty of the trespass and ejectment aforesaid, and put himself upon the country, and the plaintiff likewise; therefore let a jury come, &c.

And afterwards, at a general court held at the capitol, in the town of Frankfort, on the 16th day of July, 1812, until which time this suit was regularly continued, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff,
against
WILLIAM PETERS, defendant. } In ejectment.

On motion of the plaintiff, by his attorney, it is ordered that the surveyor of Washington county do go upon the lands in controversy between the parties, on the day of next—if fair, if not, then on the next fair day—and there survey and lay off the same as either party may direct, having due regard to all deeds and other evidence which may be produced, report all matters of fact specially, and return four fair plats and certificates thereof to the clerk's office of this court, at least thirty days before the day of trial. And it is further ordered, that the sheriff of the said county do attend the said surveyor, and remove force, if any should be offered. And the cause is continued until the next term.

And afterwards, at a general court held as aforesaid, on the 22d day of December, 1814, until which time this suit was regularly continued, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } In ejectment.

This day came the parties, and on the motion of the plaintiff upon an affidavit filed, it is ordered, that this suit be continued till the next term at his costs. Therefore, it is considered by the court, that the defendant recover of the plaintiff his costs by him expended at this term.

Be it remembered, that on the continuance of this cause, the defendant by his counsel, in open court, notified the plaintiff and his counsel, that on all future trial of this suit, he would object to the reading of each and every of the deeds under which the lessor of the plaintiff derives his title.

And afterwards, at a general court held as aforesaid, on the 4th January, 1816, until which time this suit was regularly continued, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETERS, defendant. } In ejectment.

Ordered, that this suit be continued until next term, and that the plaintiff have leave to take depositions of his witness, de bene esse.

And afterwards, at a general court held as aforesaid, on the 16th day of January, 1817, until which time this suit was regularly continued, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETERS, defendant. } In ejectment.

On the motion of the defendant, by his attorney, leave is given the surveyor to withdraw and amend his reports returned in this suit, and the suit is continued until the next term.

And afterwards, at general court held as aforesaid, on the 10th day of July, 1817, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, against *against* WILLIAM PETERS, defendant. } In ejectment.

This day came the parties by attorneys, and on the motion of the defendant, it is ordered, that this suit be continued until the next term [at] his costs. Therefore, it is considered by the court that the plaintiff recover of the defendant his costs by him expended at

this term; and on the motion of the defendant, by his attorney, leave is given him to take the deposition of Abraham Shoemaker and Lewis Caster, of the city of Philadelphia, or any other person out of this State, upon giving legal notice of the time and place of taking the same, to prove the execution of a deed of conveyance from Gilbert Imley to Silas Talbot.

And now, at this time, at a general court held as aforesaid, on the 9th day of January, 1818, it being the day and year first herein before written, the following judgment was entered, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETERS, defendant. } In ejectment.

This day came the parties, by their attorneys, and, on motion of the plaintiff, leave is given him to amend his declaration, by extending the demise in the declaration from ten to thirty years, which was done accordingly; to which the defendant, by his counsel, objected, which objection was overruled; and thereupon came a jury, to wit: Samuel Ware, Paulis E. Irwin, Joseph Craig, Alexander Andrews, James Ellis, Abram Zook, James Wight, David Harriss, Thomas Lewis, Shubail Allen, John B. Wooldridge, and Henry Haws; who, being elected, tried, and sworn well and truly to try [the] issue joined, upon their oaths, returned into court the following verdict, to wit: "We of the jury find the defendant guilty of the trespass and ejectment in the declaration mentioned, and assess the plaintiff's damage to one cent." It is therefore considered by the court, that the plaintiff recover against the said defendant, his term yet to come, of, in, and to the messuage and land, with the appurtenances, in the declaration mentioned, together with his damage aforesaid, in form aforesaid assessed; and also his costs about his suit in this behalf expended; and the said defendant in mercy, &c.; whereupon the plaintiff prays a writ to the sheriff of said county to be directed, to cause him to have possession of his term aforesaid yet to come, &c.

And afterwards, to wit, on the 22d day of December, 1836, the following scire facias issued, to wit:

The Commonwealth of Kentucky, general court, to the sergeant of the court [of] appeals, greeting:

Whereas, John Doe, lately in the said general [court] and by the judgment of the same court, recovered against William Peter his term then and yet to come of, in, and to messuage tenement, and four thousand four hundred acres of land, with the appurtenances, in Washington county, which Will. F. Taylor, a citizen of the State of South Carolina, on the first day of April, in the year 180?, had demised to the said John Doe, to have and to hold the same to the said John Doe, from the last day of March then last past,

for and during and unto the full end and term of thirty years from thence next ensuing, and fully to be completed and ended; by virtue of which said demise, the said John Doe entered into the tenements aforesaid, with the appurtenances, and was thereof possessed, until the said William Peter, afterwards, to wit, on the 2d day of April, in the year 1808, aforesaid, with force and arms, &c., entered into the tenements aforesaid, with the appurtenances, which the said William F. Taylor had demised to the said John Doe in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm; and also one cent for damages which said John Doe had sustained, and his costs by him about his suit in that behalf expended; whereof the said William Peter is convicted, as appears of record in said court; and now, it appearing from the suggestion of the said John Doe, that although judgment be thereupon given, yet execution of that judgment still remains to be made to him; wherefore, being willing that what is justice should he done, you are commanded to make known to John Peter, Uriah Graves and Elizabeth Graves his wife, Samuel Peter, Charles Merryman and Levinia Merryman his wife, Jonathan Peter, William Peter, jr., Curtis Williams and Polly Williams his wife, and Davinda Peter, the only heirs of the said William Peter, who has departed this life, and to make known to Stephen Janes, the tenants of the tenement aforesaid, that they appear before the general court of the Commonwealth of Kentucky, to be held in the town of Frankfort on the first day of the next January term thereof, and show cause, if any they have or know, or if either of them hath or knoweth of any thing to say for themselves or himself, why the said John Doe ought not to have the possession of said term yet to come of and in the tenements aforesaid, with the appurtenances aforesaid, according to the force, form, and effect of the said recovery, if it shall seem expedient for him so to do; and further to receive, &c. Witness, Alexander H. Rennick, clerk of the general court aforesaid, at his office, this 23d day of December, 1836, and in the 45th year of the Commonwealth.

Attested: A. H. RENNICK, *C. G. C.*

Executed 27th December, 1836, on John Peter, Uriah and Elizabeth Graves. Jonathan Peter, Wm. Peter, ——— Peter, per Curtis Williams and Polly his wife, and Davinda Peter, are no inhabitants of this State; and not time to execute on Samuel Peter, Merryman and wife, and Stephen Janus.

JOSEPH GRAY, *D. S.*
For JAMES C. COLEMAN, *S. C. A.*

And afterwards, at a general court held at the capitol on the 4th day of January, 1836, the following order was made, to wit:

JOHN DOE, on the demise of William F. Taylor, plaintiff, *against* WILLIAM PETER, defendant. } On scire facias.

Ordered, that this cause be continued until the next term.

The Commonwealth of Kentucky, general court, to the sergeant of the court of appeals, greeting:

Whereas John Doe, lately in the said general court, and by the judgment of the same court, recovered against William Peter his term then and yet to come of, in, and to a messuage tenement, and four thousand four hundred acres of land, with the appurtenances, in Washington county, which Wm. F. Taylor, a citizen of the State of South Carolina, on the 1st day of April, in the year 1808, had demised to the said John Doe, to have and to hold the same to the said John Doe from the last day of March then last past, for and during, and unto the full end and term of thirty years from thence next ensuing, and fully to be complete and ended. By virtue of which said demise, the said John Doe entered into the tenement aforesaid, with the appurtenances, and was thereof possessed, until the said Wm. Peter afterwards, to wit, on the 2d day of April, in the year 1808, aforesaid, with force and arms, &c., entered into the tenements aforesaid, with the appurtenances, which the said William F. Taylor had demised to the said John Doe in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm; and also one cent for the damages which the said John Doe had sustained, and for his costs by him about his suit in this behalf expended; whereof the said William Peter is convicted, as appears of record in said court. And now, it appearing from the suggestion of the said John Doe, that although judgment be thereupon given, yet execution of that judgment still remains to be made to him: wherefore, being willing that what is just should be done, you *you* are hereby commanded to make known to John Peter, Uriah Graves and Elizabeth Graves his wife, Samuel Peter, Charles Merryman and Livinia Merryman his wife, Jonathan Peter, William Peter, jr., Curtis Williams and Polly Williams his wife, and Davinda Peter, the only heirs of the said William Peter who has departed this life, and to make known to Stephen Janes, the tenants of the tenement aforesaid, that they appear before the general court of the Commonwealth of Kentucky, to be held in the town of Frankfort, on the first day of the next August term thereof, and show cause, if any they have or know, or either of them hath or knoweth, of anything to say for themselves or himself, why the said John Doe ought not to have the possession of his said term yet to come of and in the tenements aforesaid, with the appurtenances; and also execution of the damages, costs, &c., aforesaid, according to the force and effect of the said recovery, if it shall seem expedient for him so to do; and further to do and receive, &c.

Witness: Alexander H. Rennick, clerk of the general court aforesaid, at his office, this 2d day of June, 1837, and in the 46th year of the Commonwealth.

Atteste: A. H. RENNICK, *C. G. C.*

Executed on Stephen Janes 13th July, on Merryman and wife, and Samuel Peter, 15th July, 1837. Jonathan Peter, William Peter, jr., C. Williams and wife, and Davinda Peter, are not inhabitants of this State.

JAS. C. COLEMAN, *S. C. A.*

And afterwards, at a general court continued and held at the capitol, in the town of Frankfort, on Friday the 18th August, 1837, the following judgment was entered, to wit:

JOHN DOE, on the demise of Wm. F. Taylor, pl'ff.
against
JOHN PETER, Uriah Graves, Elizabeth Graves his wife, Jonathan Peter, William Peter, jr., Curtis Williams and Polly his wife, Davindia Peter, Charles Merryman and Levinia his wife, Samuel Peter, and Stephen Janes, def'ts. } On scire facias.

This day came the parties aforesaid, by their attorneys, and it appearing, to the satisfaction of the court, that Jonathan Peter, Wm. Peter, jr., Curtis Williams and Polly his wife, and Davinda Peter, are not inhabitants of this Commonwealth; it is therefore considered by the court, that this suit as to them do abate. And the other defendants, by their attorney aforesaid, moved the court to dismiss the scire facias aforesaid; which motion the court overruled; to which decision of the court overruling said motion, the defendants filed their bill of exceptions, which was signed, sealed, and ordered to be made a part of the recorded, (but by consent of parties it is not to be spread upon the order book, but to make part of the record.) The defendants then filed four several pleas, to each of which the plaintiff filed a demurrer; and upon having fully heard the parties upon the demurrers aforesaid, it is considered by the court, that said demurrers be sustained, and that execution be awarded the plaintiff [to] recover of the said defendants his term yet to come and unexpired of, in, and to the premises in the said scire facias mentioned, and also one cent in damages, together with his costs in this behalf expended; and the said defendants in mercy, &c. Whereupon the said defendants prayed an appeal to the next term of the court of appeals; which is granted them, upon condition that they enter into bond in the penalty of five hundred dollars, with Henry Brown, their security, conditioned according to law, within thirty days from this time.

Be it remembered, that on the calling of this cause, the defendants moved the court to dismiss the suit, on the ground that the at-

torney of the plaintiff had no sufficient authority to prosecute the same. Whereupon the following will was read in evidence, to wit:

In the name of God, amen: I, William Forbes Taylor, of the district of Edgefield, and State of South Carolina, being weak in body and of sound and disposing memory and understanding, (praised be God for the same,) do make and declare this my last will and testament in manner and form—that is to say:

First. I do hereby order, will, and direct, that on the first day of January first after my my demise, or as near that day as can conveniently be, that the whole of the property that I may die seized and possessed of, or may be anywise belonging to me, be sold on the following terms and conditions—that is to say: All the personable property, on a credit of twelve months from the day of sale—purchasers giving notes of hand or bonds, with security to the satisfaction of my executors; and all landed or real property belonging, or anywise appertaining to me, shall be sold on a credit of one, two, and three years, by equal instalments—purchasers to give bond bearing interest from the date, with securities to the satisfaction of my executors; and, moreover, a mortgage on the premises.

Secondly. Whereas, I have recently set my negro woman (by will) free, under that instrument have bound myself to pay unto her, or her order, one hundred dollars per annum during her natural life, I do hereby, moreover, give, grant, and devise, unto her the said negro woman Sylva, $100, to be paid to her the said negro woman Sylva, or her order, immediately, or as soon as possible after my death. And it is my earnest request, that my executors do pay the said negro woman Sylva punctually, and they pay the same attention to prevent the infringements of her liberty and rights.

Thirdly. I give and devise Peter Morrison, who has lived with me several years last past, four thousand dollars, to be paid to him out of the first money that my come into the hands of my executors, after paying the above one hundred dollars to Sylva.

Fourthly. I give, grant, and devise, unto my old negro man slave Dick, commonly called Dick Tack, his personal freedom from and immediately after my decease.

WILL. F. TAYLOR.

And that my executors do pay unto him the said negro man Dick, one hundred dollars, as soon as may be thereafter.

Fifthly. I do hereby will, order, give, grant, and devise, all of the remainder and residue of my estate, which shall remain after paying the before mentioned legacies, to my dearly beloved brother Samuel Taylor, of the parish of Drumblade, and shire of Aberdeen, in Scotland, and to my beloved sister Mary Taylor, of the same place, share and share alike, provided that they shall be both alive at the time of my decease, and have issue [ ] after their respective deaths, shall share the same equally. But if either the said Samuel Taylor or said Mary Taylor shall die without issue, then the

survivor or (if both shall breed) the issue of the said Samuel Taylor or Mary Taylor, whichsoever shall have the same, shall be entitled to the whole of the said remainder or residue of my said estate, share and share alike. And—

Sixthly and lastly. I do hereby nominate, constitute, and appoint my friend Samuel Savage, esquire, of the district of Abbeville, and State of South Carolina, Patrick McDowell, of the city of Savannah, and State of Georgia, merchant, Duncan Matheson and William Ross, of the city of Augusta, and State of Georgia, merchants, executors of this my last will and testament: hereby revoking and making void all former wills and testaments at any time by me heretofore made, and do declare this to be my last will and testament.

In witness, I have, at the bottom of the first page of this my will, subscribed my name, and to this second page my hand and seal, this 30th day of June, in the year of our Lord 1810, and of the independence of the United States of America thirty-fourth.

WM. F. TAYLOR. [SEAL.]

In presence—WILL. HALL,
DOUGLASS HUFF,
Miss Ross.

STATE OF CAROLINA, *Edgefield district:*

By John Simkins, Ordinary.

Personally appeared before me Will. Hall; he being duly sworn, do make oath and say, he was present, and saw Wm. F. Taylor was then of sound and disposing mind and memory, to the best of this deponent's knowledge and belief, and that he saw Douglass and Miss Ross sign their names as witnesses; think at the request of the testator, and in his presence; at the same time qualified Sam'l Savage and Duncan Matheson executors to the within.

Given under my hand, at my office, the 27th day of August, 1811.

JNO. SIMKINS, *O. R. D.*

Qualified Will. Ross the 13th September, 1811. Qualified Patrick McDowell, executor to the within, 17th day of January, 1812.

JNO. SIMKINS, *O. R. D.*

SOUTH CAROLINA, *Edgefield district:*

By O. Towles, esquire, Ordinary of said district.

I do hereby certify that the foregoing instrument of writing contains a true copy of the original will of William Forbes Taylor, deceased, as remains on record in my office.

Given under my hand and private seal, (there being no seal of office,) this 21st day of January, 1837.

O. TOWLES, [SEAL.] *O. R. D.*

THE STATE OF SOUTH CAROLINA:

By his excellency Pierce M. Butler, esquire, governor and commander-in-chief in and over the State aforesaid, to all to whom these presents may come.

[SEAL.] P. M. BUTLER.

Know ye, that O. Towles, whose signature appears to the attestation on the annexed sheet of paper, authenticating the copy of the last will and testament of Wm. F. Taylor, is judge of the court of Ordinary in and for the district of Edgefield, in the State aforesaid, and as such has the care and custody of original wills; that his certificate is in due form by the proper officer, and his signature genuine; therefore all due faith and credit and authority is, and ought to be, had and given to his proceedings and certificates as such.

In testimony whereof, I have hereunto set my hand, and caused to be affixed the seal of the State, in the town of [L. S.] Columbia, the second day of February, in the year of our Lord 1837, and in the 61st year of the independence of the United States of America.

By the Governor:

B. H. SAXON, *Secretary of this State.*

At a county court, begun and held for Washington county, at the court house in Springfield, on Monday, 14th July, 1837, this copy of the last will and testament of William Forbes Taylor, dec'd, was produced in court, and with its certificates of authentication ordered to be recorded; which is done accordingly in my office, in Will book F, page 463.

Given under my hand the date above.

A true copy. Attest: WM. B. BOOKER, *C. W. C.*

Which will was admitted to be the last will of the lessor of the plaintiff in the ejectment, in which the judgment was rendered; to revive which the scire facias was brought.

It was also admitted, that the attorney of the plaintiff was authorized to prosecute this suit by William Primrose and Willis Blanton; and that administration, with the will aforesaid annexed, has been regularly granted by [the] county court of Washington, Kentucky, to the said Blanton; neither of the executors named in said will ever having qualified and taken upon themselves the execution of the will in this State; and *and* all of them, except one, having departed this life, and the survivor is an old superannuated man, unable to come to this State, and resides in the State of Alabama.

It was also admitted, that the said Primrose was fully authorized by the bonafidarie named in the will aforesaid, to whom the testator bequeathed all the remainder of his estate, to employ counsel in this case, and to whatever he might think proper in regard to their interest under the will aforesaid. Upon the foregoing evidence

and admissions, the court overruled the motion of the defendants; to which opinion, decision, and refusal of the court, the defendants except, and pray this their bill of exceptions be signed, sealed, and recorded; which is done accordingly.

It was also admitted, that Samuel and Mary Taylor, the legatees mentioned in the said will, were at the time of its publication aliens, and that they have continued to be.

It was also admitted, that said Wm. F. Taylor, the plaintiff's lessor, never had any heir or heirs at law in the United States of America.

JAMES PRYOR, [L. S.] *Judge.*

And for further plea in this behalf the defendants say, that after the recovery of the judgment on the said scire facias mentioned, the said Wm F. Taylor, the lessor of the plaintiff, departed this life, having first made his last will and testament, which is here shown to the court, whereby he devised the lands and tenements in the declaration mentioned, to be sold by his executors; the proceeds of which, after satisfying several specific legacies therein specified and bequeathed, he willed and directed to be paid to Saml. Taylor and Mary Taylor, as his residuary legatees, who were then and there continued to be aliens out of the allegiance of the U. S. of America; that by virtue of said last will and testament, no title was vested in the executors appointed therein by said testator, to any of the real estate of which the said Taylor died seized; nor was any title thereby vested in the said residuary legatees to the lands and tenements in the scire facias mentioned, and now sought to be recovered, nor to any of the real estate of which the said Taylor died seized; that the said Taylor, at the time of his death and publication of said last will and testament, had no heir or heirs at law within the limits and allegiance of the U. S. of America, whereby the defendants aver the said lands and tenements, in the said scire facias mentioned, fell by escheat to the Commonwealth of Kentucky, and that the right and title thereto is not in said Commonwealth, and not in the said plaintiff; all which these defendants are ready to verify. Therefore, &c.

JAS. T. MOREHEAD, *for Defendants.*

And for further plea in this behalf, the said defendant Janes says, that since the recovery of the judgment in the scire facias mentioned, and after the lapse of a year and a day therefrom, and without notice of the said judgment, he purchased for a valuable consideration, and in good faith, the lands, &c. in contest in the scire facias mentioned, from William Kendrick, and obtained a deed of conveyance thereof, which has been duly admitted to record in the proper [office] according to law, which said deed of conveyance is here to the court shown, marked A; that by virtue of said [deed] and purchase, the said defendant Janes took possession of said land and tenements in the scire facias mentioned, and has had con-

tinued and undisturbed adverse possession thereof for seven years and more; and this he is ready to verify. Wherefore, &c.

JS. T. MOREHEAD.

And for further plea, the defendant Janes says, that since the rendition of the judgment in the scire facias mentioned, and without notice of said judgment, he in good faith, and for a valuable consideration, purchased the lands and tenements therein *therein* mention[ed;] that he has since had seven years' undisturbed and adverse possession thereof, and that his title is and paramount to that of the plaintiff or his lessor, and *and* this he is ready to verify. Wherefore, [&c.]

JS. T. MORELAND, *for defendants.*

And the defendant Janes for further plea saith, that since the recovery of the judgment in the scire facias mentioned, he purchased the land therein mentioned in good faith for a valuable consideration, and without notice of the said judgments, from a certain Wm. Kendrick and wife, and that the title so purchased is superior and paramount to the title of the plaintiff or his lessor; and this, &c. Wherefore, &c.

JS. T. MOREHEAD, *for defendants.*

Here follows the [paper] marked A, and referred to in the second and fourth pleas of the defendants Janes.

This indenture, made this 1st day of February, 1836, between William Kendrick and Nancy his wife, of the county of Washington, *county* and State of Kentucky, of the one part, and Stephen W. Janes, of the same county and State, of the other part, witnesseth: That the said William Kendrick and Nancy his wife, for and in consideration of the sum of twelve hundred [and] forty-five dollars to them in hand paid by the said Stephen W. Janes, the receipt whereof we do hereby acknowledge, have granted, bargained, and sold, and by these present do grant, bargain, and sell unto the said Stephen W. Janes, a certain tract or parcel of land that I purchased of John Graham, situate, lying, and being in the county of Washington, containing 177 acres, three-quarters, and twenty-seven poles, and bounded as follows, to wit: Beginning at a stone marked with letter C, the southeast corner of the lots of land laid off for the Hillborough meeting; running thence W. 6¼ poles, to another stone of said lots, and in James R. Mitchell's north and south line; thence with said Mitchell's line 36¼ poles, to a beech tree, Berry Lewis's corner in said line; thence north 86½ E. 20 poles, to another of said Lewis's corners; thence N. 8½ E. 31¼ poles, to two beech trees—one on the west side, and the other on the east side of a branch; thence south 86¼ E. 111 poles, to a stone at the end of a lane; thence S. 8 W. 41¼ poles, to two beech trees at the forks of a branch, John Janes's corner; thence N. 66 E. 75 poles to a stone and poplar bush near John Lewis's

fence; thence north with said Lewis's line 114 poles, to two small sugar trees, John Lewis's corner, in a branch; thence down said branch with its meanders 170 poles, to a beech tree near said branch, John Lewis's corner; thence S. 83 W. 42 poles, to a beech tree, corner to James R. Michell's; thence with his line S. 120 poles, to a stone near the grave yard; thence E. 6¼ poles, to another stone; thence south 25½ poles, to the beginning. To have and to hold the said land, with all its appurtenances thereto belonging, to the said Stephen W. Janes and his heirs forever.

And the said Kendrick and Nancy his wife, for themselves and heirs, do further covenant and agree to and with the said Stephen W. Janes, his heirs, &c., that they will warrant and forever defend the said tract or parcel of land against the claim or claims of all and every person whatsoever.

In testimony whereof, we have hereunto set our hands and affixed our seals the day and year above written.

WM. KENDRICK, [L. S.]
NANCY KENDRICK, [L. S.]

WASHINGTON COUNTY, KENTUCKY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, [ ] from William Kendrick and Nancy his wife, to Stephen W. Janes, was produced to me on 1st February, 1836, [and] acknowledged by said Kendrick to be his act and deed; and on the 1st day of September, 1836, the same was acknowledged by the within named Nancy Kendrick to be her act and deed; she having been examined by me separate and apart from her husband, declared that she did freely and willingly seal and deliver said writing *writing*, and wished not to retract it; and acknowledged the same, again shown and explained to her, to be her act and deed, and consenteth that the same might be recorded, which is done accordingly in deed book M, page 497.

Given under my hand this 8th September, 1836.

A true copy. Attest: WM. B. BOOKER, *C. W. C.*

And the plaintiff prays oyer of the will, which is read; and says, that by reason of any thing contained in the first plea by the defendant pleaded, he ought not to be barred or precluded from having or maintaining his scire facias, because he says that the said plea and the matters and things therein contained are altogether insufficient in law to bar his action aforesaid; and this he is ready to verify, &c. OWSLEY, *P. q.*

And as to the second plea of the defendants, the plaintiff says *says* precludi non, because he says that the said plea, and the matters [and] things therein contained are insufficient in law to have his action; and this he is ready to verify, &c.

OWSLEY, *P. q.*

And as to the third plea, the plaintiff says, precludi non, because he says that the said plea, and the matters and things therein contained, are insufficient in law to bar or preclude the plaintiff from having and maintaining his action; and this he is ready to verify, &c.

OWSLEY.

And as to the fourth plea of the defendants, the plaintiff says, precludi non, because he says that said plea, and the matters and things therein contained, are insufficient in law to bar or preclude the plaintiff from maintaining his action; and this he is ready to verify.

OWSLEY, *P. q.*

STATE OF KENTUCKY, *ss:*

I, Alexander H. Rennick, clerk of the general court in and for the State aforesaid, do certify that the foregoing twenty pages contain a full, true, and complete transcript of the record, wherein John Doe, on the demise of William F. Taylor, is plaintiff, and William Peter was defendant, with the proceedings had on the scire facias to revive the judgment, as wholly as the same remains of record and [on] file in my office.

In testimony whereof, I have hereunto set my name as clerk, and affixed the seal of said court. Done in office at Frank-
[General Court, Ky.] fort, this 24th day of April, 1840, and in the 48th year of the Commonwealth.

Attest: A. H. RENNICK, *C. G. C.*

STATE OF KENTUCKY, *sct:*

I, Mason Brown, presiding judge in and for the general court, do hereby certify, that the above named Alexander H. Rennick was, at the date of the above certificate, and still is, the clerk of said court; that his certificate is in due form of law, and that the same is entitled to full faith and credit.

Given under my hand and seal at Frankfort, Kentucky, on this 30th day of April, 1840.

MASON BROWN. [L. S.]

The Commonwealth of Kentucky, to any constable of Washington county:

We command you to summon Stephen W. Jeans, John H. Jeans, John Spense, Henry Brown, William Hays, James McDonald, Walter Graham, Cornelius Shoemaker, Squire Baker, Jesse Peter, James B. Mitchell, Jeremiah Love, Hardin Graves, John G. Mays, Wm. Anderson, Milburne Hogg, Hardin Peter, Eli Peter, Levi Lanhan, and John Lowe, to appear before me, at the house of Moses McCowan, in the town of Maxwell, on Friday the 3d day of July next, to give evidence by deposition, to be read in behalf of George M. Savage, executor of Samuel Savage, deceased, in a certain matter of controversy depending in the district court of the United States for the northern district of Alabama, wherein William Tay-

lor, George Taylor, Wm. Primrose and Eliza his wife, Geo. Porter and Elspet his wife, Wm. Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and the said George M. Savage, executor of Samuel Savage, is defendant; and this they shall in no wise omit, under the penalty of £100.

Given under my hand this 29th day of June, 1840.

J. B. SMITH,

Presiding Justice of the Washington county court.

STATE OF KENTUCKY, *Washington county, sct:*

At the house of Moses McCowan, in the town of Maxville, in said county, on the 3d day of July, eighteen hundred and forty, before me, John B. Smith, presiding justice of the county court of Washington county, in the State of Kentucky, came personally Henry Brown, John G. Mays, Jeremiah Love, Stephen W. Jeans, Jesse Peter, Samuel Shoemaker, Eli Peter, Squire Baker, Hardin Peter, Milburne Hogg, William Hays, John H. Jeans, John Lowe, James Mitchell, William Anderson, and James McDonald, witnesses in a certain suit depending in the district court of the United States for the northern district of Alabama, wherein William Taylor, George Taylor, William Primrose and Eliza his wife, George Porter and Elspet his wife, William Rainey, Alexander Rainey, and Elizabeth Rainey, are complainants, and George M. Savage, executor of Samuel Savage, deceased, is defendant—on behalf of defendants, and aged about seventy-three years.

And the said Henry Brown, the witness, being by me carefully examined and cautioned, and sworn to testify the whole truth of and concerning the matters in controversy in said suit, did subscribe the following and annexed deposition, to wit:

Deposition of H. Brown.

Question 1st, by defendant. Mr. Brown will state what he knows in reference to William Primrose's, as attorney of the heirs of William F. Taylor, deceased, having sold a tract of land in this, Washington county, on the waters of Long Lick creek, which was claimed by William F. Taylor in his lifetime; have the heirs of Taylor sold said land, or has any one else sold it for them? Have you not purchased a part of it? &c.

Answer. I believe he sold the whole of the land claimed by William F. Taylor in his lifetime, in Washington county, amounting to, as I think and believe, *to* four thousand four hundred acres. I have his, Primrose's, deed for one hundred acres; the said deed said Primrose executed as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sen., William Rainey, jr., Alexander Rainey, Elizabeth Rainey, and by Willis Blanton, administrator with the will annexed, of William F. Taylor; the consideration paid said Primrose, as appears upon the face of said deed, was two hundred dollars. The paper marked A is a true copy of said origi-

nal, which is herewith filed. Nathaniel Baxer has this day applied to me for the original deed, to be filed in said suit, and I have refused to let him have it; said Baxer made application as attorney for the defendant. The four thousand four hundred acres of land above spoken of *is* in Washington county, Kentucky, which is all the land that was ever claimed by William F. Taylor in said county, so far as witness knows or believes.

his
HENRY ⋈ BROWN.
mark.

Deposition of J. G. Mays.

And the said John G. Mays, aged about fifty-five years, being sworn, cautioned, and examined by me, states that he believes that one Willis Blanton, administrator with the will annexed of William F. Taylor, deceased, one William Primrose, as attorney in fact for Samuel Taylor, Isabella Taylor, William Rainey, sen., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, did sell the whole of the lands claimed by William F. Taylor in his lifetime, in Washington county, Ky., amounting to four thousand four hundred acres, with perhaps the exception of about three hundred or four hundred acres, which he, said Primrose, claims, if he has not sold it; witness purchased of said Blanton, as administrator aforesaid, and said Primrose, as agent aforesaid, a tract of land described in the deed of said Blanton, as administrator, and said Primrose, as agent aforesaid, which said tract contains from two hundred and fifty to two hundred and seventy-five acres, and for which witness paid to said Primrose, as appears from the face of of his original deed, the sum of eight hundred dollars; witness states, further, that the paper herewith filed, marked B, is a true copy of his original deed, and that Nathaniel Baxer, attorney for defendant, has applied to him for his original deed, to file in this suit, which witness refused to let him have.

JOHN G. MAYS.

Deposition of Jeremiah Lowe.

And the said Jeremiah Lowe, aged about thirty-four years, being by me cautioned, examined, and sworn to testify the whole truth, states that he believes that, in the year 1837, and since that time, the whole of the lands claimed by William F. Taylor in his lifetime, in Washington county, Kentucky, amounting, as witness has always understood and believes, to four thousand four hundred acres, has been sold by one Willis Blanton, as administrator with the will annexed of William F. Taylor, deceased, and one William Primrose, as agent for the heirs of William F. Taylor, deceased, with perhaps the exception of three or four hundred acres, and which said Primrose still claims, if he has not lately sold it; witness purchased of one Wm. Owsley, attorney in fact for Wm. Primrose, a tract of land containing about 200 acres, for which witness paid the

sum of seventy-two dollars and sixty-six cents; witness has got no deed for this land, but has said William Owsley's bond, as attorney for William Primrose, for a deed; witness refuses to let Nathaniel Baxer, attorney for defendant, have the use of his said bond to file in this suit; witness states that the paper herewith filed, and marked E, is a true copy of said bond.

JEREMIAH LOWE.

Deposition of Jesse Peter.

And the said Jesse Peter, aged about seventy years, being by me sworn, cautioned, and examined, states that he believes that the whole of the land claimed by William F. Taylor in his lifetime, in Washington county, Kentucky, or nearly the whole, has been sold in and since the year 1837, by one Willis Blanton, administrator of William F. Taylor, deceased, with his will annexed, and one William Primrose, as agent or attorney in fact for the heirs of said William F. Taylor, deceased; witness states that he purchased from said Blanton, as administrator, and said Primrose, as agent or attorney aforesaid, in the year 1837, a certain boundary of land which is set forth by his original deed, for which he paid, as appears upon the face of said deed, the sum of five hundred and twenty-five dollars; witness states *witness states* that there are in his tract eighteen and one-half acres more than he knew he had originally in his possession, and that for that he paid an extra price; so that he, witness, paid the said Primrose, in all, the sum of seven hundred and fifteen dollars, that being one hundred and ninety dollars more than the deed shows, and which one hundred and ninety dollars was paid for the surplus of land contained in his tract over and above what appeared to be in his deed from Alexander McDonald and the heirs of Richard McDonald; witness states that it is from information that he believes that Blanton, as administrator aforesaid, and Primrose, as agent or attorney aforesaid, have sold all the lands claimed by William F. Taylor, deceased, in Washington county, Kentucky; witness states that Nathaniel Baxer, attorney for defendant, has this day applied for his original deed, to file in this suit, which witness refuses to let him have; but witness states that the paper herewith filed, and marked C, is a true copy of his original deed from Blanton and Primrose, as attorney or agent and administrator aforesaid; witness states that the land entered in his deed is a portion of that sold by Samuel Savage to Alexander McDonald.

JESSE PETER.

Deposition of S. W. Jeans.

At same time, the said Stephen W. Jeans, about twenty-seven years old, being by me examined, cautioned, and sworn to testify the whole truth, states that the belief of all the tenants and occupants on the land which belonged to William F. Taylor, deceased, [is,] that during and since the year 1837, the whole of the land

claimed by William F. Taylor in Washington county, Kentucky, amounting, as witness is informed and believes, to four thousand and four hundred acres, has been sold by one Willis Blanton, administrator of William F. Taylor, deceased, with the will annexed, and one William Primrose, as attorney or agent for the heirs of said Taylor; witness is satisfied that the said Primrose claimed the whole of said land; witness states that he purchased from said Blanton and Primrose, as attorney or agent and administrator aforesaid, a tract of land amounting to 177¼ acres, as set out in his deed from them, for which he secured to said Primrose the sum of two hundred dollars; witness states that Nathaniel Baxer, as attorney for the defendant, has applied to him for his original deed from said Blanton, as administrator, and said Primrose, as attorney, for the heirs of said William F. Taylor, to file in this suit, which this witness refuses to let him have; witness states that the paper herewith filed, and marked D, is a true copy of his original deed from said Blanton and Primrose.

STEPHEN W. JEANS.

Deposition of S. Shoemaker.

And the said Samuel Shoemaker, aged about forty-four years, being by me cautioned, examined, and sworn to testify the whole truth, states that he does not know how much land was claimed in Washington county, Kentucky, by William F. Taylor, deceased; he has been informed by the occupants on said land that there was upwards of four thousand acres, and he has also been informed by all or nearly all the occupants, that during and since the year 1837, the most if not all the lands claimed by Wm. F. Taylor in this county has been sold by one Willis Blanton, administrator of William F. Taylor, with the will annexed, and one William Primrose, as attorney in fact for the heirs of said Taylor, deceased; witness states that said Primrose claimed, as agent, or attorney, or heir, all of said lands; witness states that himself and his brother Cornelius purchased from said Blanton, as administrator aforesaid, and said Primrose, as attorney aforesaid, in the year 1837, a certain tract or boundary of land, which contained, as set forth by his deed, two hundred and twenty-six acres, for which they have paid and secured to said William Primrose the sum of eight hundred dollars, as appears from the face of said deed; the said two hundred and twenty-six acres is a portion of that land originally sold by Samuel Savage to Alexander McDonald; witness states that Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from Blanton, as administrator aforesaid, and Primrose, as attorney aforesaid, to file in this suit, which witness refuses to let him have; witness states that the paper herewith filed, and is marked F, is a true copy of said deed.

SAMUEL SHOEMAKER.

Deposition of Eli Peter.

And the said Eli Peter, about thirty-five years of age, being by me examined, cautioned, and sworn to tell the whole truth, states that he believes the whole of the lands claimed by William F. Taylor in his lifetime, in Washington county, Ky., amounting, as witness has always understood and believes, to four thousand acres and upwards, has been claimed by one William Primrose, as attorney in fact for the heirs of said Taylor, deceased; and that he has been informed by Primrose and others that all or nearly all of said land has been sold by him, said Primrose, *sold;* witness states that in the year 1837 he purchased from one Willis Blanton, administrator of William F. Taylor, deceased with the will annexed, and William Primrose, attorney in fact for the heirs of said William F. Taylor, deceased, seventy-eight and one-fourth acres, as set forth in his deed from them, for which witness says he has paid and secured to said Primrose the sum of four hundred and twenty-one dollars and 66¾ cents; witness states that the land contained in his deed is a part of that sold by Samuel Savage to Alexander McDonald; witness states that Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from Blanton and Primrose, to file in this suit, which he refuses to let him have; but witness states that the paper herewith filed, and marked G, is a true copy of his original deed, except witness thinks that the purchase money named in the copy of said deed is stated at $2 33⅓ too much.

ELI PORTER.

Dep. of S. Baker.

And the said Squire Baker, about forty-eight years of age, states that he does not know how much land William F. Taylor owned or claimed in Washington county, Ky., nor does he know how much William Primrose has sold. Witness states that he purchased from one Willis Blanton, adm'r, with the will annexed, of William F. Taylor, deceased, and one William Primrose, attorney in fact for the heirs of William F. Taylor, deceased, a tract of land, being a portion of that claimed by said William F. Taylor, in Washington county, in his lifetime; which land is set forth, by metes and bounds, in his deed from said Blanton and Primrose: it contains one hundred and twenty-six acres, and for which, as appears from said deed, said Primrose was paid the sum of seventy-nine dollars. Witness states that Nathaniel Baxer, attorney for the defendant, has applied to him for his original deed from said Blanton and Primrose, as administrator and attorney aforesaid, to file in this suit, which he refuses to let him have; but witness states that the paper herewith filed and marked (H,) is a true copy of said original deed. Witness states that a portion of the land embraced by his deed, is embraced in a part of that sold by Samuel Savage to Alexander McDonald.

SQUIRE BAKER.

Dep. of H. Peter.

And the said Hardin Peter, aged about thirty-seven years, states, that it has been his understanding, from what he has heard his neighbors, and those who purchased land from W. Primrose, say, that he, Wm. Primrose, as attorney in fact of the heirs of Wm. F. Taylor, in the year 1837, and subsequent to that time, has sold all the land claimed by the said Taylor in Washington county, Kentucky, which, according to deponent's understanding, amounted to about 4,400 acres, and has either been paid for it, or has had the purchase money received to be paid; deponent states that he has purchased, from the said Primrose, forty-one acres, for $190, which has been conveyed to him by deed, executed by William Primrose, as attorney in fact of Samuel Taylor, Isabella Lawson, Alexander Rainey, William Rainey, sen., William Rainey, jun., Elizabeth Rainey, and by Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, which deed is herewith enclosed, marked (I). Deponent further states that thirty-one acres of the land, conveyed by the said deed, is part and parcel of the land sold by Mr. Samuel Savage to the heirs of Alexander McDonald and others.

HARDIN PETER.

Dep. of M. Hogg.

And the said Milborn Hogg, about seventy-two years of age, being cautioned, examined, and sworn, by me, to testify the whole truth, states, that William F. Taylor, in his lifetime, claimed, in Washington county, Kentucky, upwards of four thousand acres of land. Witness states that he is informed, and believes, that, during and since the year 1837, the whole, or nearly all of said lands has been sold by one Willis Blanton, administrator of Wm. F. Taylor, with the will annexed, and one Wm. Primrose, att'y in fact for Sam'l Taylor, Isabella Taylor, Wm. Rainey, sr., Wm Rainey, jr., Alexander Rainey, and Elizabeth Rainey. Witness states that he purchased from said Blanton, as administrator aforesaid, and said Primrose, as attorney in fact for the heirs aforesaid, in the year 1837, two hundred acres and one-half, as set out by his deed from said Blanton and Primrose, administrator and attorney aforesaid, for which he paid, and secured to said Primrose, the sum of two hundred and eighty-eight dollars, as set forth in his said deed. Witness states that the land, embraced in his deed from the said administrator and attorney in fact, is a portion of that sold and conveyed by Samuel Savage to Alexander McDonald. Witness states that Nathaniel Baxer, the attorney for the defendant, has applied to him for his original deed from said administrator and attorney in fact, to file in this suit; but witness refuses to let him have it. Witness states that the paper herewith filed and marked (A), is a true copy of his deed.

MILBORN HOGG.

Dep. of W. Hays.

And the said William Hays, about sixty-two years of age, being by me, cautioned examined, and sworn by me to testify the whole truth, states that, in the year 1837, he, as executor of Benj. Lewis, deceased, compromised with and purchased, from one Willis Blanton, administrator of William F. Taylor, deceased, with the will annexed, and one William Primrose, attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sen., William Rainey, jun., Alexander Rainey, and Elizabeth Rainey, heirs of said William F. Taylor, deceased, a tract of land, being a portion of that claimed by said Taylor, deceased, in his lifetime; which tract contains, as set forth by a deed executed by the administrator and attorney in fact aforesaid, to this witness as aforesaid, three hundred and seventy acres, for which witness states he paid, and secured to said William Primrose, the sum of two hundred and ninety-two dollars, as set forth on the face of said deed. Witness further states that Nathaniel Baxer, attorney for the defendant, has this day applied to him for his deed from said administrator and attorney in fact, to file in this suit; but witness declined letting him have it. Witness further states that the paper, herewith filed, is a true copy of said deed, which paper is marked (L).

WILLIAM HAYS.

Dep. of J. H. Jeans.

And the said John H. Jeans, about thirty-six years of age, being by me cautioned, examined, and sworn to testify the whole truth, states that he does not know how much land William F. Taylor claimed in Washington county, Kentucky. Witness states that, in the year 1837, he compromised with and purchased from one Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and one William Primrose, attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, jun., William Rainey, sen., Alexander Rainey, and Elizabeth Rainey, a tract of land, as set out by his deed from said administrator and attorney in fact, which tract, witness thinks, contains about two hundred acres: and for which witness paid, and secured to said William Primrose, the sum of one hundred and fifty dollars. Witness further states that Nathaniel Baxer, attorney for defendant, has, this day, applied to him for his deed from said administrator and attorney in fact, to file in this suit, but declines letting him have it. Witness also states that the paper, herewith filed and marked (M), is a true copy of his said deed.

JOHN H. JEANS.

Dep. of John Lowe.

And the said John Lowe, aged about fifty years, being by me cautioned, and examined, and sworn to testify the truth, states that William Primrose, as attorney in fact of the heirs of William F.

Taylor, deceased, in the year 1837, and since that time, has sold all the land claimed by the said Taylor, in Washington county, Kentucky, as far as witness has any knowledge; at least, the said Primrose, as attorney aforesaid, has assumed title to, and has sold, a tract of land containing about four thousand four hundred acres in said county of Washington, on the waters of Long Lick creek, near this place; and if the said Taylor made claim to any other land in said county, it is unknown to witness. Witness states that he himself has purchased of the said Primrose, as attorney aforesaid, three tracts or parcels of said four thousand four hundred acre tract, for which three separate deeds have been executed by William Primrose, as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, and by Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased. One of the said deeds was made and delivered to witness himself, for two hundred and twenty-five acres, for the price of one hundred dollars, as will appear from a true copy of said deed, which is here enclosed and marked (N). Another of said deeds was executed, as aforesaid, by the said Primrose, as attorney aforesaid, and by the said Blanton, as administrator as aforesaid, to witness and one John Spence, containing sixty-six acres, for the price of twenty-five dollars, as will appear upon the face of a true copy of said deed, which is here enclosed and marked (O). One other deed was executed by the said William Primrose, as attorney aforesaid, and the said Willis Blanton, as administrator as aforesaid, to Walter B. Grayham, for one hundred and seven acres, for the price of two hundred dollars, which was paid by witness, as will also appear by reference to a true copy of said deed, which is here enclosed, marked (P). Fifty or sixty acres of the land, conveyed by the deed made to witness alone, marked (N,) is a part of the same land which was sold by Samuel Savage to Alexander McDonald and the heirs of Richard McDonald. Witness further states that said Primrose wholly repudiated the *the* sale made by Savage, and denied that Savage had any power to convey the same. Witness further states that Nathaniel Baxer, as attorney for defendant, applied to him for the original deeds made to him, for his benefit, by Primrose, to be used as evidence in the suit in which this deposition is to be read; and witness refused to let him have them.

JOHN LOWE.

Dep. of J. Mitchell.

And the said James Mitchell, about the age of forty-one years, being by me cautioned, examined, and sworn to testify the whole truth, states that he knew not how much land William F. Taylor, deceased, claimed in Washington county, Kentucky. Witness states that, in the year 1838, he compromised with one William Ousley, as attorney in fact for one William Primrose, who repre-

sented himself, or who was represented to this witness by said Ousley, as attorney in fact, or the agent of one Charles Chauncey, of Philadelphia, for about six hundred acres of the land embraced in that claimed by William F. Taylor, in Washington county, Kentucky, in his lifetime. In this compromise, this witness states, he embraced in his own tract about three hundred and thirty acres, and for his brother Andrew Mitchell about one hundred and sixty acres; and for one Milton Rogers about fifteen or twenty acres; and for one John Bently about ninety acres. Witness states that, for all the lands contained in the three several tracts, amounting together, as before stated, about six hundred acres, he paid to and secured to said William Primrose, the sum of two hundred dollars: of this sum, witness paid one hundred dollars; his brother Andrew paid sixty-two dollars; John Bently paid thirty-three dollars; and Milton Rogers, the sum of five dollars; making, together, the sum aforesaid of two hundred dollars. Witness states that he has no deed for his land, nor has his brother, or Bently, or Rogers; he has only got a bond from said Ousley, as attorney aforesaid, for a deed. Witness states that Nathaniel Baxer, attorney for defendant, applied to him for his bond to file in this suit, which witness declines letting him have.

JAMES MITCHELL.

Dep. of W. Anderson.

And the said William Anderson, about the age of sixty-two years, being by me examined, cautioned, and sworn to testify the whole truth, states that he does not know how much land William F. Taylor, deceased, claimed in Washington county, Kentucky, in his lifetime, but understood from William Primrose, that he claimed and owned, in his lifetime, four thousand and four hundred acres. Witness states that he does not know how much said Primrose has sold, but understood from Primrose that he has sold a good deal. Witness states, that in the year 1837, he compromised with, and purchased from, one Willis Blanton, administrator of William F. Taylor, deceased, with the will annexed, and one William Primrose, as attorney in fact for Samuel Taylor, Isabella Lawson, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, heirs of William F. Taylor, deceased, a tract of land, for which said administrator and attorney in fact aforesaid executed to witness a deed, which deed sets out the metes and bounds of said land, and which witness supposes contains about seventy-nine or eighty acres; and for which witness paid to the said William Primrose the sum of two hundred and eighty-eight dollars.

Witness further states, that the land above spoken of is a portion of that sold and conveyed by Samuel Savage to Alexander McDonald.

Witness further states, that Nathaniel Baxer, the attorney for defendant, this day applied to him for his original deed from said

administrator and attorney in fact, to file in this suit; which witness refuses to let him have.

Witness further states, that the paper herewith filed and marked (R) is a true copy of his deed from said administrator and attorney fact. WILLIAM ANDERSON.

Deposition of James McDonald.

And the said James McDonald, aged about forty-two years, being by me cautioned, examined and sworn, states, that William Primrose as attorney in fact of the heirs of William F. Taylor, has, within the last three or four years, sold all the land which was claimed by William F. Taylor, in Washington county, Kentucky, which included a tract of about four thousand four hundred acres on Long Lick creek, in the neighborhood of this place; said Primrose sold to said witness the land, included in certain boundaries, supposed to contain about one hundred and twenty-five acres, for the price of two hundred dollars, for which a deed was executed by the said William Primrose as attorney in fact of Samuel Taylor, Isabella Lawson, William Rainy, sr. William Rainy, jr., Alexander Rainy, Elizabeth Rainy, and by Willis Blanton, as administrator with the will annexed of William F. Taylor, deceased; witness further states, that said Primrose expressly repudiated the sale made by Samuel Savage, as executor of William F. Taylor, to Alexander McDonald, and the heirs of Richard McDonald, and declared that the said Savage had *any* authority in law to sell said land; and the said Primrose sold the whole of said land, so sold by Savage; witness also states, that Nathaniel Baxer, as attorney for defendant, applied to witness for said original deed, to be used as evidence in this case, a true copy of which is here inclosed, and marked (S); but witness refused to let him have it. JAMES McDONALD.

STATE OF KENTUCKY, *Washington county, ss:*

I, John B. Smith, presiding judge of the county court of Washington county, in the State of Kentucky, do hereby certify, that Henry Brown, John G. Mays, Jeremiah Lowe, Stephen W. Jeans, Jesse Peter, Samuel Shoemaker, Eli Peter, Squire Baker, Hardin Peter, Milborn Hogg, William Hays, John H. Jeans, John Lowe, James Mitchell, William Anderson, and James McDonald, the witnesses aforesaid, after being carefully examined, cautioned, [and] sworn by me as aforesaid, to testify the whole truth, did subscribe their separate and foregoing, and annexed depositions, by them separately given, after the same was by me reduced to writing, except the depositions of Hardin Peter, John Lowe, and James McDonald, whose depositions were reduced to writing, and subscribed by them respect*fully* in my presence. And I do further certify, that the witnesses aforesaid, live at a greater distance from the District Court of the United States, for the northern district of Alabama, at Huntsville, when said court is pending, and the place of trial thereof, than one hundred miles; and that the town of Maxville in Washing-

ton county, Kentucky, the place of taking said depositions, is more than one hundred miles from Huntsville aforesaid. And I do further certify, that William Taylor, George Taylor, William Primrose, Eliza. his wife, George Porter and Elspet his wife, William Rainy, Alexander Rainy and Elizabeth Rainy, the complainants and adverse party in said cause, or any or either of them, do not reside, nor are they, or either of them, within one hundred miles of Maxville, the place of taking said depositions; nor have they, or either of them, any agent, or attorney within one hundred miles of Maxville, the place of taking said depositions as aforesaid; and that, therefore, no notification was made out by me, or served upon said complainants, or their attorney or agent, to be present at the taking of the same, and to put interrogatories if they or he thought fit. I do further certify, that I am not of counsel, or attorney, or agent, or kin to either of the parties in said cause, or in any way interested in the event of said cause; and I do further certify, that the said depositions remained in my hands without alteration, together with the certificate of the reasons aforesaid of their being taken, until the same were sealed aforesaid by me, and directed to the said District Court of the United States, for the northern district of Alabama, at Huntsville; and that the same are by me deposited in the post office at Springfield, in Washington county, Kentucky, sealed and directed as aforesaid.

Given under my hand and seal, this 10th day of July, 1840.

JOHN B. SMITH, [SEAL.]
Presiding judge of the county court, for Washington county, Kentucky.

George M. Savage, executor of Samuel Savage, deceased.	Dr.
To J. B. Smith, bill for taking 16 depositions - -	$16 00
Certifying 19 copies of deeds - -	4 75
Daniel McIlvay, constable for serving notices herewith filed, and former notices - -	8 00
Witnesses who claimed for attending to give their depositions, to wit: William Anderson 1 day, John G. Mays 2 days, John Lowe 1 day, Henry Brown 1 day, Jeremiah Lowe 1 day, each 50 cents per day -	3 00
To the Clerk of the Washington County Court, for copies and county seals for 19 deeds -	42 75
	$74 50

I certify that the above sum of seventy-four dollars and fifty cents, was paid to the respective claimants by Nathaniel Baxer for defendant. JOHN B. SMITH, *J. P. W. C.*

(A.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between *William* Blanton, administrator with [the] last will and testament of William F. Taylor, deceased, annexed, and Samuel Taylor, Isa-

bella Lawson Taylor his wife, William Ranny, sen'r, William Ranny jun'r, Alexander Rainy, and Elizabeth Rainy, the said Samuel, Isabella, William Rainy, sen'r, William Rainy, jun'r, Alexander, and Elizabeth, by William Primrose, their attorney in fact, of the one part, and Henry Brown of the county of Washington, of the other part, witnesseth; that the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen'r, William, jun'r, Alexander, and Elizabeth aforesaid, by their attorney William Primrose, aforesaid, has, in pursuance and in conformity to the direction of the last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the consent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and confirm, and convey unto the said Henry Brown, in consideration of the sum of two hundred dollars by the said Henry Brown secured to be paid as required by said last will and testament, the following tract, or parcel of land, be the same more or less, being the tract of land on which said Henry Brown now resides, in the county of Washington aforesaid, and bounded as follows, to wit: beginning at a Beech tree, corner to Daniel Swiney; thence with his line north 30° east, 126 poles to a poplar and beech in Buford's original line, thence north 85° east, 190 poles to a hickory, corner to James Head; thence with Head's line south, 30° west, 184 poles to two beech trees and small dogwood; thence north 60° west, 104 poles to the beginning; containing one hundred acres, be the same more or less: to have and to hold the said described tract of land, to him the said Henry Brown, his heirs and assigns, forever; and the said Blanton, and Samuel Taylor and his wife, William Rainy, sen'r, William Rainy, jun'r, Alexander, and Elizabeth, party of the first part, do covenant and agree to warrant and defend to the said Henry Brown, his heirs, &c., the said tract or parcel of land, against all persons claiming by, through, or under the said William F. Taylor deceased, but against the title of no other person whatever; in testimony whereof, the parties of the first part have hereunto set their hands and seals, the day and date above mentioned.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, deceased.

In presence of,
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Senior, [L. S.]
WM. RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RANEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county [court] for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Henry Brown, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and therefore admitted to record in my office, in deed book N, page 177. Given under my hand this 8th September, 1837.

WILLIAM B. BOOKER, *Clk. W. C'ty.*

STATE OF KENTUCKY, *Washington County, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from *from* the heirs of William F. Taylor, deceased, by their attorney in fact William Primrose, and Willis Blanton, the administrator with the will annexed, of said decedent, to Henry Brown, is a true, full, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and [L. S.] caused the seal of my office to be affixed at Springfield, on Tuesday, 30th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, John B. Smith, presiding justice of the peace of the county court of the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified, and as such, credit is, and might of right be, given all his official acts and doings.

Given under my hand as justice aforesaid, this the 9th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(B.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, administrator, with the last will and testament of William F. Taylor, deceased, annexed, and Samuel Taylor, Isabella Lawson Taylor his wife, William Rainy, sen'r, and William Rainey, jun'r, Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. Rainey, sen'r, Wm. Rainey, jun'r, Alexander and Elizabeth, by Wm. Primrose, their attorney in fact, of the one part, and John G. Mays, sr., of the county of Washington, of the other part, witnesseth: that the said Willis Blanton, administrator as aforesaid, by the assent and direction of

the said Samuel, Isabella, William, sr., William, jr., Alexander and Elizabeth aforesaid, by their attorney, Wm. Primrose aforesaid, has, in pursuance and in conformity to the direction of the last will and testament of said Wm. F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, *by* bargained, sold, and confirmed, and by these presents, by and with the assent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey unto the said John G. Mays, in consideration of eight hundred dollars, by the said Mays secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being in the county of Washington, and the same tract of land on which said Mays now resides, in the county aforesaid, and bounded as follows, to wit: beginning at a beech standing in Lanham's west line, running thence N. 60 degrees west, 202 poles to two white oaks and a hickory, standing in said Mays' west line; thence with said line N. 2 degrees W. 210½ poles to two beeches and sugar tree, on a drain; thence down said drain, with its meanders, 81 poles, on a direct line, to three beeches; thence N. 2 degrees W., 40 poles to a beech, beam, and dogwood, on the bank of the north fork of Mays' creek; thence up the same, with its meanders, to a blue ash buckeye and beech, corner to said Levi Lahan's land; thence with his line, south 2 degrees east, 26 poles, to the beginning: to have and to hold the said described tract of land to him the said Mays, his heirs and assigns, forever. And the said Blanton and Samuel Taylor, and his wife, Wm. Rainey, sr., Wm. Rainey, jr., Alexander, and Elizabeth, party of the first part, do consent and agree to warrant and defend the said Mays, his heirs, &c., the said tract or parcel of land, against all person or persons claiming by, through, or under the said Wm. F. Taylor, deceased; but against the title of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and date above mentioned.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of W. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
ISABELLA TAYLOR, [L. S.]
WILLIAM RAINEY, Sr. [L. S.]
WILLIAM RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
Attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the date hereof, this deed from

Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to John G. Mays, was produced to me in my office, and acknowledged by the said Blanton & Primrose, administrator and attorney as aforesaid, to be their act and deed; and therefore, at the request of said Mays, the same is duly admitted to record in my office, in deed book N, page 151.

Given under my hand 25th August, 1837.

WM. B. BOOKER, *C. W. C.*
By WM. H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by their attorney in fact William Primrose, and Willis Blanton, administrator, with the will annexed, of said decedent, to John G. Mays, is a true, full, and complete copy of the original filed and recorded in my office.

[L. S.] In testimony whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at Springfield, on Tuesday, the 30th day of June, A. D. 1840, and in the forty-ninth year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C. W. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such credit is and might of right be given all his official acts and doings.

Given under my hand this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(C.)

This indenture, made and entered into this 21st day of August, eighteen hundred and thirty-seven, between Willis Blanton, administrator of the last will annexed of Wm. F. Taylor, deceased, and Samuel Taylor and Isabella his wife, William Rainey, jr., William Rainey, sr., Alexander Rainey, and Elizabeth Rainey, by their attorney in fact Wm. Primrose, of the one part, and Jesse Peter, of the county of Washington, State of Kentucky, of the other part, witnesseth: That the said Blanton, administrator as aforesaid, by the assent of the said Samuel, Isabella, William, jr., William, sr., Alexander, and Elizabeth, by their said attorney Wm. Primrose, has, in pursuance and in conformity to the will of

said Wm. F. Taylor, deceased, which will has been recorded in the county of Washington, bargained, sold, and conveyed, and confirmed, and by these presents, with the concurrence of said Samuel, Isabella, William, jr., William, sr., Alexander, and Elizabeth, made and given by the said attorney, and in consideration of four hundred and seventy-five dollars, secured by the said Jesse Peter, to be paid to the party of the first part, do bargain, sell, and convey unto the said Jesse Peter all that tract or parcel of land owned by the said Wm. F. Taylor, deceased, at the time of his death, and contained in the following boundary, to wit: Beginning at a large beech and sugar tree on Taylor's fork, N. 35 E. 22 poles to a beech tree, corner to Milbourn Hogg; thence, with his line N. 31¼ E., 240 poles to two beeches and ash on Buford's line, and corner of Munford Peter; thence, with said Buford's line S. 85 W., 220 poles to beech tree on, said line, corner to Hardin Peter; thence S. 28 W., 127 poles to two beech trees, Hardin Peter *uper* corner on Taylor's fork; thence up said fork, with its meanders to the beginning, containing 188½ acres, be the same more or less. To have and to hold the said tract or parcel of land to him the said Jesse Peter, his heirs and *and* assigns for ever; and the said Willis Blanton, administrator aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant and defend the aforesaid tract of land to the said Jesse Peter, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased; but against the claims of no other persons whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals the day and date above mentioned.

In the presence of, WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Sr. [L. S.]
WILLIAM RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
Attorney in fact.

STATE OF KENTUCKY, *Washington County, sct:*

I, Wm. B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof, the deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Jesse Peter, was produced to me in my office, and acknowledged by the said Blanton & Primrose, administrator and attorney aforesaid, to be their act and deed. There-

upon, at the request of said Peter, the said deed was duly admitted to record in my office, in deed book N, page 162.

Given under my hand this 1st September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify [that] the foregoing is a true, full, and complete copy of a deed filed and recorded in my office, from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed, to Jesse Peter.

In testimony whereof, I have hereunto set my hand and affixed the seal of my office, at Springfield, on Monday, the 27th day of June, and in the year of the Commonwealth the 49th.

[L. S.]

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington County, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that Wm. B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time [of] signing the same, acting clerk, duly elected and qualified; and as such, due faith and credit is and might of right be given all his official acts and doings.

Given under my hand this the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(D)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will annexed, of William F. Taylor, and Samuel Taylor and his wife Isabella, Wm. Rainey, jr., Wm. Rainey, sr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and Stephen W. Jeans, of the second part, witnesseth: That the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., William, jr., and Alexander, and Elizabeth, by their attorney, William Primrose, has, in pursuance to the directions of the last will of said Wm. F. Taylor, deceased, bargained and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sr., William Rainey, jr., Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Stephen W. Jeans, in consideration of the sum [of] two hundred dollars by the said party of the second part secured to be paid

to the party of the first part, all that tract or parcel of land owned by William F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a stone marked with the letter C, the southeast corner of the lot of the land laid off for the Hillsborough meeting; running thence west, 6¼ poles, to another stone of said lot, and in James R. Mitchell's north and south line; thence south, with said Mitchell's line, 36¼ poles, to a beech tree—Benj. Lewis's corner in said line; thence north 86½ east, 20 poles to said Lewis's corner; thence north 8½ east, 31¼ poles to two beeches on the west side of a branch; thence south 86½ east, 11 poles to a stone at the end of a lane; thence south 8 west, 41½ poles to two beech trees at the forks of a branch—John Jeans's corner; thence north 66 east, 75 poles to a stone and poplar bush near John Lowe's fence; thence, with said Lowe's line 114 poles, to two small sugar trees, Lowe's corner, in a branch; thence down said branch, with its meanders, 170 poles, to a beech tree, corner to said Lowe; thence south 83 west, 42 poles to a beech, corner to James R. Mitchells; thence with his line south, 120 poles to a stone near the grave yard; thence east, 6½ poles to another stone; thence south, 25½ poles to the beginning, be the same more or less; to have and to hold the said tract or parcel of land to him, the said Stephen Jeans, his heirs and assigns, for ever; and the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant and defend, the aforesaid tract or parcel of land to the said Stephen Jeans, his heirs and assigns, against all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claims of no other persons.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and date first above written.

WILLIS BLANTON, [L. S.]
Adm'r of the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sen'r, [L. S.]
WM. RAINEY, Jr., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
the attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that, on the day of the date thereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and William Primrose, attorney

in fact for the heirs of said Taylor, to Stephen W. Jeans, was produced to me in my office, and acknowledged by the said Blanton & Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office in Deed book N, page 10.

Given under my hand this 11th September, 1837.

WILLIAM B. BOOKER, *Clerk.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify that the foregoing deed from the heirs of Wm. F. Taylor, by Wm. Primrose, their attorney in fact, and Willis Blanton, the adm'r with the will annexed, to Stephen W. Jeans, is a true, and full, and complete copy of the original deed, filed and recorded in my office.

In testimony whereof, I have set my hand, and affixed the seal of the county court, at Springfield, this the 30th day [L. S.] of June, 1840, and in the 49th year of the Commonwealth.

W. B. BOOKER, *C. W. C.*
By JOHN R. HUGHS, jr. *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, due faith and credit is, and might of right be, given to all his acts and doings.

Given under my hand, this the 30th day of June, 1840.

JOHN B. SMITH, *J. P. W. C.*

(E.)

As agent for William Primrose, who is agent for Charles Chauncey, of Pennsylvania, I have this day compromised with Jeremiah Lowe and Silas Hickerson, a certain ejectment brought by said Charles Chauncy against said Silas Hickerson in the Federal court of Kentucky, and have received from said Silas nineteen dollars and one-third, and he has this day executed to said Wm. Primrose his note for fifty-three dollars and one-third, payable the first day of August next, the consideration of said compromise; now, as agent and attorney in fact as abovenamed, I covenant, so soon as the note aforesaid is paid, to convey to said Lowe and Hickerson, all the right, title, and claim, which said Chauncy has to the land now in their respective possessions, and for which said ejectment was brought; the conveyance to be made by me as attorney in fact aforesaid, by deed of quit claim on the part of said Chauncy, or to be made by said Chauncy or Primrose. The deed to contain no warranty of title, and is to be executed by me as attorney in fact as aforesaid. But before the conveyance

made, the said Lowe and Hickerson *or* to furnish the boundaries of their respective parts.

Witness my hand and seal, this 6th of March, 1838.

WM. OUSLEY. [L. S.]

Attorney in fact for Wm. Primrose, who is attorney in fact for Chas. Chancy.

(Endorsed.) I certify the within to be a true copy of the original bond this day exhibited.

J. B. SMITH, *J. P. W. C.*

July 3d, 1840.

(F.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator with the will annexed of Wm. F. Taylor, and Samuel Taylor and Isabella his wife, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, of the first part, and Cornelius and Samuel Shoemaker, of the second part, witnesseth: that the said Willis Blanton, admr. as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, by their attorney, Wm. Primrose, has, in pursuance to the directions of the last will of said William F. Taylor, deceased, *has* bargained, and sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Cornelius and Samuel Shoemaker, in consideration of the sum of eight hundred dollars by the said party of the second part secured to be paid to the party of the first part, all that tract or parcel of land, owned by William F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a beech, corner to William Anderson's on south line; thence with said line, north 58½ west, 134 poles to an Elm corner—corner to James Brown; thence N. 15 E. 104 poles, to a beech and hickory; thence N. 13 E. 100 poles, to a stone where Brown's line crosses Taylor's fork, on the north side of said fork, and corner to Jesse Peter; and thence up said fork with its meanders 197 poles, to a sugar tree and large beech; thence N. 35 E. 22 poles, to a beech, corner to Melbourn Hoggs; thence with his line S. 25 E. 72 poles, to two beeches, Eli Peter's corner on said line; thence S. 53 W. 52 poles, to a beech tree and stone; thence S. 79 W. 79 poles, to a stone; thence S. 22 W. 67 poles, to a beech; thence S. 13¼ W. 15 poles, to the beginning; containing two hundred and twenty-six acres, be the same more or less, to have and to hold the said tract or parcel of land to them the said Cornelius and Samuel

Shoemaker, their heirs and assigns, forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend the aforesaid tract or parcel of land to the said Cornelius and Samuel Shoemaker, their heirs, and assigns, against all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals, the day and date first above written.

WILLIS BLANTON, [L. S.]
Administrator with the will annexed of Wm. F. Taylor.

In presence of,
SAMUEL TAYLOR, [L. S.]
ISABELLA TAYLOR, [L. S.]
WILLIAM RAINEY, Senior, [L. S.]
WILLIAM RANEY, Junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
Their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, and William Primrose, attorney in fact for the heirs of said Taylor, to Cornelius and Samuel Shoemaker, was produced to me in my office, and acknowledged by said Blanton and Primrose, adm. and attorney af'd., to be their act and deed, and thereupon admitted to record in my office in deed book N, page 174. Given under my hand, this 7th Sept. 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs [of] Wm. F. Taylor, dec'd, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed of the said decedent, to Cornelius and Samuel Shoemaker, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of my office to be affixed at Springfield, [L. S.] on Monday, the 29th day of June, 1840, and the year of the Commonwealth the 49th.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify that William B. Booker, whose

name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such due faith and credit is, and might of right be, given all his official acts and doings.

In testimony whereof, I have hereto set my hand, this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(G.)

This indenture made and entered into this 21st day of August, 1837, between Willis Blanton, admr., with the will annexed, of William F. Taylor, deceased, and Samuel Taylor and Isabella his wife, William Rainey, sr., William Rainey, jr., Alexander Rainey, Elizabeth Rainey, the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and H. Eli Peter, of the second part, witnesseth: that the said Blanton, admr. as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm. sr., William, jr., Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, has, in pursuance to the direction of the last will of said William F. Taylor, deceased, *have* bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sr., Wm. Rainey, jr., Alexander, and Elizabeth, given and made by their said attorney, do bargain, and sell, and convey unto the said H. Eli Peter, in consideration of four hundred and twenty-four dollars, by the said party of the second part, secured to be paid to the party of the first part, all that tract or parcel of land owned by Wm. F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a maple and beech, Melbourn Hogg's corner, near the forks of a branch; running thence N. 82 W. 26 poles, to two dog woods and beech; thence N. 48 W. 51 poles to a stone; thence N. 4 E. 21 poles to a sugar tree on the bank of a branch; thence N. 25 W. 32 poles, to two beech trees on Melbourn Hogg's line, and corner to Shoemaker's; thence with Shoemaker's line S. 53 W. 52 poles, to a beech tree and stone, Shoemaker's field; thence S. 79 W. 79 poles, to a stone; thence S. 22 W. 67 poles, to a beech; thence S. 13 15 W. 15 poles, to a beech on Brodhead and Trotter's line; thence N. 63 E. 37 poles, to a beech near the mouth of a small drain; thence N. 60 E. 77 poles, to a stone, corner to Anderson; thence S. 60 E. 127 poles, to a popular and beech on Trotter's line; thence with said line N. 30 E. 52 poles, to the beginning; containing seventy-eight acres and one-quarter, be the same more or less. To have and to hold the said tract or parcel of land to him the said Peter, his heirs and assigns, forever; and the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, jr., William, sr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree

to warrant, unto the said Peters, party of the second part, the aforesaid tract or parcel of land, against all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claim or title of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

In the presence of,] WILLIS BLANTON, [L. S.]
Administrator of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sen. [L. S.]
WM. RAINEY, Jun'r. [L. S.]
ELIZABETH RAINEY, [L. S.]
ALEXANDER RAINEY, [L. S.]
By their attorney in fact, WM. PRIMROSE. [L. S.]

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and Wm. Primrose, attorney in fact for the above named heirs of said Taylor, to H. Eli Peter, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 170.

Given under my hand this 6th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed of said decedent, to H. Eli Peter, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereto set my hand and caused the seal of my office to be affixed, at Springfield, on Tuesday, the 30th day of June, 1840, and in the 49th year of the Commonwealth.

[L. S.]

WILLIAM B. BOOKER, *Clerk.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify that William B. Booker, whose name is subscribed to the foregoing certificate is, and was at the time of signing the same, acting clerk, duly elected and qualified,

and as such, credit is and might of right be given all of his official acts and doings.

Given under my hand as justice aforesaid, on Tuesday, 30th day of June, A.D. 1840.

J. B. SMITH, *J. P. W. C.*

(H.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator with the will annexed of Wm. F. Taylor, deceased, Samuel Taylor and his wife Isabella, William Rainey, sr., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey; the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, of the first part, and Squire Baker of the second part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of said Samuel, Isabella, William, sr., William, jr., and Alexander, and Elizabeth, their attorney, William Primrose, has, in pursuance to the direction of the last will of said Wm. F. Taylor, deceased, *has* bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sr., William, jr., and Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Squire Baker, in consideration of seventy-nine dollars, by the said party of the second part, secured to be paid to the party of the first part, all that tract or parcel of land owned by Wm. F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a beech, Brodhead's original corner; thence $32\frac{1}{4}$ southwest, 223 poles, to a beech on Gill's line; thence with said Gill's line east 216 poles, to two beeches on Long Lick creek, on said Gill's line; thence up said creek, with its meanders, 80 poles, to a stake on said creek, in Rentfroe's line; thence north 4″ 45″ west 46 poles, to two beeches and sugar tree; thence north 60 west 183 poles, to the beginning; containing one hundred and ninety-six acres, be the same more or less; to have and to hold the said tract or parcel of land to him, the said Squire Baker, his heirs and assigns, forever; and the said Willis Blanton, administrator aforesaid, the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant, and defend the aforesaid tract or parcel of land to the said Squire Baker, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof the parties of the first part have hereunto

set their hands and affixed their seals, the day and date above written.

In the presence of WILLIS BLANTON, [L. S.]
Adm'r. with the will annexed of Wm. F. Taylor.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sr., [L. S.]
WM. RAINEY, Jr., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Wm. Blanton, administrator with the will annexed of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted [to] record in my office, in Deed book N, page 182.

Given under my hand, this 9th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator with the will annexed of said decedent, to Squire Baker, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office to be affixed, at Springfield, on Monday, the 29th day of June, 1840, and in the year of the Commonwealth the 49th. [L. S.]

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in said county, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate is now, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, due faith and credit is, and might of right be, given all his official acts and doings.

Given under my hand this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(I.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, of Franklin county, State of Kentucky, administrator with the will annexed of Wm. F. Taylor, and Samuel Taylor and his wife Isabella, Wm. Rainey, sen., Wm. Rainey, jun., Alexander Rainey, and Elizabeth Rainey; the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, by their attorney in fact, William Primrose, of the first part, and Hardin Peter, of the second part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen., William, jun., and Alexander, and Elizabeth, their attorney, William Primrose, have, in pursuance of the direction of the last will of said William F. Taylor, deceased, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sen., William, jun., Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Harden Peter, in consideration of one hundred and ninety dollars, by the party of the second part, secured to be paid to the party of the first part, all that tract or parcel of land owned by William F. Taylor, deceased, at the time of his death, and which is contained in the following boundary, to wit: beginning at a beech tree on Buford's line and corner to Jesse Peter's; running thence with said line S. 85 W. 122½ poles, to a poplar on said line; thence S. 45½ E. 66 poles, to two beeches; thence S. 11 W. 49 poles, to a beech and sugar tree on Taylor's fork; thence with Taylor's fork 39 poles, to two beeches near the mouth of a drain; thence with said drain, when reduced to a straight line, 127½ poles, to the beginning, containing forty acres, be the same more or less; to have and to hold the said tract or parcel of land to him the said Harden Peter, his heirs and assigns, *be the same more or less, to have and to hold the said tract or parcel of land to him the said Harden Peter, his heirs and assigns, forever*; and the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend the aforesaid tract or parcel of land to the said Harden Peter, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased; but against the claim of no other person or persons whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and date first above written.

In presence of, WILLIS BLANTON, [L. S.]
Adm'r. with the will annexed of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]

[Rec. LXXII, J. T. 1843.]—57

ISABELLA LAWSON, [L. S.]
ALEXANDER RAINEY, [L. S.]
WILLIAM RAINEY, Sr. [L. S.]
WILLIAM RAINEY, Jr. [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator with the will annexed of Wm. F. Taylor, and Wm. Primrose, attorney in fact for the heirs of said Taylor, to Harden Peter, was produced to me in my office, and acknowledged by said Blanton and Primrose, administrator and attorney as aforesaid, to be their act and deed; and thereupon, at the request of said Peter, the same is duly admitted to record in my office, in Deed book N, page 160.

Given from under my hand, this 31st of August, 1837.

WM. B. BOOKER, *C. W. C.*

(K.)

This indenture, made and entered into this 21st day of August, 1837, between Willis Blanton, of Franklin county, Kentucky, administrator of the last will of Wm. F. Taylor, deceased, and annexed, and Samuel Taylor and Isabella his wife, Wm. Rainey, sen., Wm. Rainey, jun., Alexander Rainey, and Elizabeth Rainey, by their attorney in fact, Wm. Primrose, of the one part, and Melbourn Hogg, of the county of Washington, and State of Kentucky, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, by their attorney, and in pursuance and in conformity to the last will of said Wm. F. Taylor, deceased, which will is of record in the county of Washington aforesaid, has bargained, sold, conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sr., William, jr., and Alexander, and Elizabeth, by their said attorney, do, in consideration of two hundred and eighty-eight dollars, secured by the said Melbourn Hogg, to be paid to the party of the first part, bargain, sell, and convey unto the said Melbourn Hogg, his heirs and assigns, all that tract or parcel of land owned by the said Wm. F. Taylor, deceased, at the time of his death, and contained in the following boundary, to wit: beginning at a maple and beech near the forks of a branch on Trotter's line; thence N. 82 W. 26 poles, to two dogwoods and beech; thence N. 48 W. 51 poles to a stone in Heli Peter's field; thence N. 4 E. 21 poles, to a sugar tree on the banks of a branch; thence N. 25 W. 104 poles, to a beech tree, corner to Jesse Peter; thence with said Peter's line N. 31½ E.

116 poles, to a poplar near Jesse Peter's spring, and corner to Montford Peter; thence S. 73½ E. 78 poles, to a poplar near the big road; thence S. 60 E. 60 poles, to an ash tree; thence N. 85 E. 44 poles, to a beech tree on Trotter's original line; thence with said line S. 30 W. 218 poles, to the beginning, containing 200½ acres, be the same more or less; to have and to hold the said tract or parcel of land to him the said Melbourn Hogg, his heirs and assigns, forever; and the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sen., William, jun., Alexander, and Elizabeth, parties of the first part, do covenant and agree to warrant the aforesaid tract or parcel of land to the said Milbourn Hogg, his heirs and assigns, against the claim of all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claims of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and affixed their seals, the day and year above written.

In the presence of, WILLIS BLANTON, [L. S.]
Adm'r of the will annexed of William F. Taylor.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Sen., [L. S.]
WILLIAM RAINEY, Jun., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that, on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to Melbourn Hogg, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; thereupon admitted to record in my office, in deed book N, page 153.

Given under my hand, this 26th [of] August, 1837.

WILLIAM B. BOOKER, *C. W. C.*
By WILLIAM H. CHEATHEM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court *for the county court* for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and William Blanton, the administrator, with the will annexed, of said decedent, to Melbourn Hogg, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of said court to be affixed, at Springfield, on Tues-
[L. S.] day, the 30th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify that William B. Booker, whose name is subscribed [to] the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such credit is, and might of right be, given all of his official acts and doings.

Given under my hand, this 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(L.)

This indenture, made and entered into this 21st of August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and Samuel Taylor and Isabella his wife, Wm. Rainey, sr., Wm. Rainey, jr., Alexander Rainey, and Elizabeth Rainey, by their attorney in fact, Wm. Primrose, of the one part, and William Hare, executor of the last will of Berry Lewis, deceased, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, given by their said attorney, has, in pursuance of the direction of the last will of the said Wm. F. Taylor, deceased, which will is of record in the county court of Washington, State of Kentucky, bargained and sold, and by these presents, in consideration of two hundred and ninety-two dollars, by the party of the second part secured to the party of the first part, and with the concurrence of the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, by their said attorney, do bargain, sell, alien, and convey [to] the said William Hare, his heirs, and assigns, all that tract or parcel of land owned by the said Wm. F. Taylor at the time of his death, and which is contained in the boundary of the following deeds, now of record in the office of the clerk of the county court of Washington aforesaid, to wit: one deed made by Benjamin Stark and Fanny his wife, to Berry Lewis, and dated 16th of March, 1835, and one other deed, made by Abner Short and Martha his wife, to said Berry Lewis, and dated 18th of May, 1832; also, that part of the aforesaid tract of Wm. F. Taylor, deceased, which is contained in the following boundary, to wit: beginning at a beech tree, on the south side of the north fork of May's creek; thence south 70 poles, to a sugar tree and beech on a branch; thence south 51 east, 4 poles, to a horn beam and small sugar tree; thence south 49½ west, 19½ poles to two beech trees; thence south 49½ east, 136 poles to

an ash, dogwood, and sugar tree; thence north 15 west, 68½ poles to a bushy horne beam and beech, in an island on the north fork of May's creek; thence, down said creek, north 20 west, 38 poles to two beeches on the east side of said creek, above the mouth of a branch; thence up said branch, with its meanders, 114 poles to two beech trees, John Clark's original corner; thence north 9 east, 40½ poles to a stake, Stephen Jean's corner, in the mouth of a lane; thence north 86 west, 110 poles to two beech trees in a branch; thence south 7 west, 31 poles to a large beech on a hill side; thence north 89 west, 19½ poles to a beech tree on James R. Mitchell's line; thence, with the same, south 81 poles, to a small beech on the south side of May's creek; thence, down the same, 18 poles to the beginning; in all containing about 370 acres, be the same more or less; to have and to hold the aforesaid described boundaries of land to the said Hare, his heirs, and assigns, forever; and the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sr., William, jr., Alexander, and Elizabeth, do covenant and agree to warrant the aforesaid described tract of land to him the said William Hare, his heirs, and assigns, against the claim of all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claims of no other persons whatever.

In testimony whereof, the parties of the first part have hereunto set their hands, and set their seals, this 21st [of] August, 1837.

WILLIS BLANTON, [L. S.]
Administrator of William F. Taylor, dec'd, with the will annexed.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sen., [L. S.]
WM. RAINEY, Jun., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that, on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of William F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to William Hare, executor of Berry Lewis, deceased, was produced to me in my office, and acknowledged by said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page 173.

Given under my hand this 1st September, 1837.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that the foregoing deed, from the heirs

of William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, administrator, with the will annexed, of said decedent, to William Hare, executor of Berry Lewis, is a full, true, and complete copy of the original, filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my office [to be affixed,] at Springfield, on Monday, the 29th day of June, 1840, and in the 49th year of the Commonwealth. [L. S.]

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace of *county court* of the county aforesaid, do hereby certify that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified; and as such credit is, and might of right be, given to all his official acts and doings.

Given under my hand, as justice aforesaid, at Springfield, this the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(M.)

This indenture, made and entered into this 21st day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the last will and testament of William F. Taylor, deceased, *and* annexed, and Samuel Taylor and Isabella Lawson Taylor his wife, William Rainey, sen., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, William Rainey, sen., William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, by William Primrose, their attorney in fact, of the one part, and John H. Jeans, of the county of Washington, of the other part, witnesseth: that the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen., William, jr., Alexander, and Elizabeth, aforesaid, by their attorney, William Primrose, aforesaid, has, in pursuance and in conformity to the directions of the last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the consent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey unto the said John H. Jeans, in consideration of one hundred and fifty dollars by the said Jeans secured to be paid, as required by said last will, the following tract or parcel of land, be the same more or less, being the tract of land on which said John Jeans now resides, in the county

of Washington aforesaid; it being all that tract of land owned by the said William F. Taylor at the time of his death, and which is contained in the boundaries of the following deeds now on record in the clerk's office of the county court of Washington county, Kentucky, to wit: one deed made by John G. Mays to John Jeans, and dated the first day of June, 1833; and one other deed made by Aquilla Nool to said John Jeans, and dated the ninth of April, 1827, be the same more or less; to have and to hold the said tract or parcel of land, to him the said John Jeans, his heirs and assigns, forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sen., William, jr., Alexander, and Elizabeth, parties of the first part, do warrant, and agree to warrant, and defend the aforesaid tract or parcel of land to the said John Jeans, his heirs and assigns, against all persons claiming by, through, or under the said William F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and seals, the day and date first above written.

WILLIS BLANTON, [L. S.]
Adm'r of the will annexed of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Sen., [L. S.]
WILLIAM RAINEY, Jr., [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to John H. Jeans, was produced to me in my office, and acknowledged by the said Willis Blanton and Wm. Primrose, administrator and attorney aforesaid, to be their act and deed; and thereupon admitted to record in my office, in deed book N, page .

Given under my hand this 4th September, 1837.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of William F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed,

of said decedent, to John H. Jeans, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of said court to be affixed at Springfield, [L. s.] on Tuesday, the 30th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, full faith and credit is, and might of right be, given all his official acts and doings.

Given under my hand this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(N.)

This indenture, made and entered into this 21st day of August, eighteen hundred and thirty-seven, between Willis Blanton, administrator with the last will and testament of Wm. F. Taylor, deceased, annexed, and Samuel Taylor and Isabella Lawson Taylor his wife, William Rainey, sr., and William Rainey, jr., Alexander Rainey, and Elizabeth Rainey, the said Samuel, Isabella, Wm. Rainey, sr., Wm. Rainey, jr., Alexander, and Eliza, by William Primrose, their attorney in fact, of the one part, and John Lowe, of the county of Washington, of the other part: witnesseth, that the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth aforesaid, by their attorney, Wm. Primrose, aforesaid, has, in pursuance and conformity to the direction of the last will and testament of said Wm. F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the assent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey unto the said John Lowe, in consideration of one hundred dollars by the said John Lowe secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being the tract of land on which said Lowe now resides, in the county of Washington aforesaid, and bounded as follows, to wit: beginning at three beech trees near the mouth of a branch, and on the south side of Long Lick corner, to Wm. Noel's line, and with their line N. 51 40 west, at 87 poles, passing their corner, a sugar tree stump, same corner with William Willis's line; in all, 115 poles to a stake in a cleared piece of land; thence N. W. 20 poles, to a stake near a popular

stump on Gill's original line, in the lane between William Willis and John Lowe, and with Willis and Lowe's line, S. 89 30 west, 99 poles, 12 links, to a planted stone; thence N. 1 W. passing John Jeans' corner, same corner, in all, 184 poles, to a stake and planted stone, John Lowe's line and corner to Samuel Lowe's; and with his line N. 38 E. 52 poles, and corner to Samuel Lowe; and with his line N. 38 E. 52, to a beach on the bank of Long Lick, at the mouth of a branch; thence N. 84 E. 152 poles, with the original line, to two beeches, the original corner of Broadhead; thence S. 5 W. 127 poles, to the beginning, containing two hundred and 95 acres; to have and to hold the said described tract of land, to him, the said John Lowe, his heirs and assigns forever; and the said Blanton and Samuel Taylor and his wife, Wm. Rainey, sr., and Wm. Rainey, jr., Alexander, and Elizabeth Rainey, party of the first part, do covenant and agree to warrant and defend the said John Lowe, his heirs, &c., the said tract of land against all person or persons claiming, by, through, or under the said William F. Taylor, deceased; but against the claims of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and date above mentioned.

In the presence of, WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, dec'd.
SAMUEL TAYLOR, [L. S.]
ISABELLA TAYLOR, [L. S.]
WILLIAM RAINEY, Sr. [L. S.]
WILLIAM RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, Wm. B. Booker, clerk of the county court for the county aforesaid, do hereby certify that on the 23d day of August, 1837, this indenture of bargain *of* sale, from Willis Blanton, administrator, with the will of Wm. F. Taylor, and William Primrose, attorney in fact for the above named heirs of William F. Taylor, deceased, to John Lowe, was produced to me in my office, and acknowledged by the said grantees *in the office aforesaid, as well as therein, their own*, to be their act and deed; and thereupon, at the request of the within named John Lowe, the same is duly admitted to record in my office, in deed book N, page 148.

Given from under my hand, the date above.

WM. B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that the foregoing deed from the heirs

of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, of said decedent, to John Lowe, is a full, true, and complete copy of the original deed filed and in record in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at Springfield, on Thursday, the 29th day of June, and in the 49th year of the Commonwealth. [L. S.]

WM. B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing, is, and was at the time of signing the same, acting clerk, and as such due faith and credit is, and might of right be, given to all his official acts and doings.

In testimony whereof, I have hereto set my hand this the 30th day of May, 1840.

J. B. SMITH, *J. P. W. C.*

(O.)

This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, Samuel Taylor and Isabella his wife, Wm. Rainey, sr., Wm. Rainey, jr., Alexander and Elizabeth Rainey, by their attorney in fact Wm. Primrose, of the one part, and John Spence and John Lowe, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by and with the assent and direction of the said Samuel, Isabella, Wm. Rainey, sr., Wm. jr., Alexander and Elizabeth, by their said attorney, and in pursuance of the direction of the last will of said Wm. F. Taylor, deceased, which will is of record in the county of Washington, State of Kentucky, has, in consideration of seventy-five dollars, by the said Spence and Lowe, to the party of the first part, secured to be paid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, by their said attorney, do bargain, sell, and convey unto the said Spence and Lowe, all that part of the tract of land owned by the said Wm. F. Taylor at the time of his death, and which is contained in the following boundary, to wit: adjoining the lands of Joel Hall, Jno. Lowe, Joseph Willis, and the land of Matthew Flournay's heirs, it being the same on which Phebe Noel now lives, containing sixty-six acres, be the same more or less; to have and to hold the same tract or parcel of land, to them, the said Spence and Lowe, their heirs and assigns forever; and the said Willis Blanton, administrator with the will annexed as afore-

said, and the said Samuel, Isabella, Wm. sr., Wm. jr., Alexander, and Elizabeth, do covenant and agree to warrant and defend the aforesaid tract of land to the said Spence and Lowe, their heirs and assigns, against the claims of all persons claiming, by, through, and under the said Wm. F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WILLIAM RAINEY, Senior, [L. S.]
WM. RAINEY, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, Wm. B. Booker, clerk of the county court of the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney for the heirs of said Taylor, to John Spence and John Lowe, was produced to me in my office, and acknowledged by the said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record in my office, in deed book N, page 178.

Given under my hand this 8th September, 1837.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by William Primrose, their attorney in fact, and Willis Blanton, administrator, with the will annexed, of said decedent, to John Spence and John Lowe, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at Springfield, on Tuesday, the 30th day of June, 1840, and in the 49th year of the Commonwealth. [L. S.]

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHES, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace for the county court of the county aforesaid, do hereby certify, that Wm. B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of said county court, duly elected and qualified, and as such credit is, and might of right be, given to all his acts and doings.

Given under my hand as justice aforesaid, at Springfield, on the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(P.)

This indenture, made and entered into this twenty-first day of August, one thousand eight hundred and thirty-seven, between Willis Blanton, administrator, with the will annexed, of William F. Taylor, and Samuel Taylor, and Isabella his wife, Wm. Rainey, sen'r, Wm. Rainey, jun'r, Alexander Rainey, and Elizabeth Rainey—the said Samuel, Isabella, Wm. sen'r, Wm. jun'r, Alexander, and Elizabeth, by their attorney in fact, Wm. Primrose, of the first part, and Walter B. Graham, of the second part, witnesseth:

That said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, Wm. sen'r, Wm. jun'r, Alexander, and Elizabeth, their attorney, William Primrose, have, in pursuance to the direction of the last will of said Wm. F. Taylor, deceased, bargained, sold, and conveyed—and by these presents, with the concurrence of the said Samuel, Isabella, Wm. Rainey, sen'r, Wm. Rainey, jun'r, Alexander, and Elizabeth, given and made by their said attorney, do bargain, sell, and convey unto the said Walter B. Graham, in consideration of two hundred dollars by the said party of the second part secured to be paid to the party of the first part—all that tract or parcel of land owned by Wm. F. Taylor, deceased, at time of his death, which is contained in the following boundary, to wit: beginning at two beech trees, Gill's southeast corner, running S. 87½ W., to a walnut on Gill's original line; thence down a drain, southwest 42 poles, to two beech trees, corner on the drain, about a north course 36 poles, to two small beeches, corner to Wm. Spuggins; thence S. 85½ W., 38 poles, to a small beech on the partition line; thence N. 1 W. 16½ poles, to a beech; thence N. 3 W. 20 poles, to two beech trees; thence N. 8¼ W. 58 poles, to a stone; thence N. 37 E. 44 poles, to a stone; thence N. 85¼ E. 112 poles, to a sugar-tree; thence N. 52 E. 30 poles; thence N. 40 E. 17 poles, with the meanders of a drain, to a honey locust; thence S. 40 W. 78 poles, to a stone on the original line; thence S. 1 W. 44½ poles, to the beginning—containing 107 acres, be the same more or less: to have and to hold the aforesaid tract of land to him the said Walter B. Graham, his heirs and assigns, forever. And the said Blanton, administrator aforesaid, and the said Sam-

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uel, Isabella, Wm. senior, Wm. junior, Alexander, and Elizabeth, do covenant and agree to warrant and defend the aforesaid tract of land to him the said Walter B. Graham, his heirs and assigns, against all persons claiming by, through, or under the said Wm. F. Taylor, deceased, but against the claims of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Sen'r, [L. S.]
WM. RAINEY, Jun'r, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE,
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, and William Primrose, attorney in fact for the heirs of said Taylor, deceased, to Walter B. Graham, was produced to me in my office, and acknowledged by the said grantors, as administrator and attorney as aforesaid, to be their act and deed. And thereupon, at the request of said Graham, the same is duly admitted to record in my office, in deed book N, page 150.

Given from under my hand, this 25th August, 1837.

WM. B. BOOKER, *C. W. C.*
By Wm. H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of Wm. F. Taylor, deceased, by Wm. Primrose, their attorney in fact, and Willis Blanton, the administrator, with the will annexed, of decedent, to Walter B. Graham, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at Springfield, [L. S.] on Tuesday the 30th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, Jr., *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace of the county court for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk of the county court aforesaid, duly elected and qualified as such; and as such, credit is, and might of right be, given to all his official acts and doings. Given under my hand, as justice aforesaid, on Tuesday the 30th day of June, 1840.

J. B. SMITH, *J. P. W. C.*

(R.)

This indenture, made and entered into this 21st of August, 1837, between Willis Blanton, administrator, with last will and testament of William F. Taylor, deceased, annexed, and Samuel Taylor, and Isabella Lawson Taylor, his wife, and William Rainey, sen'r, William Rainey, jun'r, Alexander and Elizabeth Rainey—the said Isabella, Wm. Rainey, sr., and Wm. jr., Alexander, Elizabeth Rainey, by William Primrose, their attorney in fact, of the one part, and William Anderson, of the connty of Washington, of the other part, witnesseth: that the said Willis Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sr., and William, jr., Alexander, and Elizabeth, aforesaid, by their attorney, William Primrose aforesaid, has in pursuance and in conformity to the direction of said last will and testament of said William F. Taylor, deceased, and which will has been admitted to record in the county court of Washington, State of Kentucky, bargained, sold, and confirmed, and by these presents, by and with the assent and concurrence of the other named persons, party of the first part, by their agent and attorney in fact aforesaid, do bargain, sell, and convey unto the said William Anderson, in consideration of two hundred [and] eighty-eight dollars, secured to be paid as required by said last will, the following tract or parcel of land, be the same more or less, being in the county of Washington, and the same tract of land on which the said Anderson now resides in the county aforesaid, and bounded as follows, to wit: beginning at a beech and poplar, Broadhead's corner, on Trotter's line; running thence N. 60 W. 192 poles, to a beech on Trotter's original line; thence N. 63 W. 37 poles, to a stone, corner to Eli Peter's; thence S. 60 E. 127 poles, to a poplar and beech, another corner to Eli Peter's, on Trotter's line; thence with said line S. 30 W. 95 poles, to the beginning, be the same more or less; to have and to hold the said tract or parcel of land, with its appurtenances, unto the said William Anderson, his heirs and assigns, forever. And the said Willis Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, junior, William, senior, Alexander, and Elizabeth, parties of the first part, do covenant and agree to war-

rant unto the said William Anderson, party of the second part, his heirs and assigns, the said tract or parcel of land, against all persons claiming by, through, or under the said William F. Taylor, deceased, but against the claims of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, this day and date above written.

In the presence of, WILLIS BLANTON, [L. S.]
Adm'r, with the will annexed, of Wm. F. Taylor.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. TAYLOR, Sr. [L. S.]
WM. TAYLOR, Jr. [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WILLIAM PRIMROSE, [L. S.]
their attorney in fact.

WASHINGTON COUNTY, *sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the date hereof, this deed from Willis Blanton, adm'r, with the will annexed, of Wm. F. Taylor, dec'd, and William Primrose, attorney in fact for the heirs of said Taylor, to William Anderson, was produced to me in my office, and acknowledged by said Blanton and Primrose, adm'r and attorney aforesaid, to be their act and deed; and thereupon, at the request of William Anderson, the same is duly admitted to record in my office, in deed book N, page 152.

Given under my hand, this 26th day of August, 1837.

WILLIAM B. BOOKER, *C. W. C.*
By WM. H. CHEATHAM, *D. C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed, from the heirs of William F. Taylor, dec'd, by William Primrose, their att'y in fact, and Willis Blanton, adm'r, with the will annexed, of said decedent, to William Anderson, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of said court to be affixed, at Springfield, [L. S.] on Tuesday, the 30th day of June, A. D. 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in and for the county aforesaid, do hereby certify, that William B. Booker, whose

name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified, and as such, credit is, and might of right be, given to all his official acts and doings.

Given under my hand, this 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*

(S.)

This indenture, made and entered into this 21st August, 1837, between Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, dec'd, and Samuel Taylor and Isabella his wife, Wm. Rainey, sen'r, Wm. Rainey, jun'r, Alexander Rainey, and Elizabeth Rainey, by their attorney in fact, Wm. Primrose, of the one part, and James McDonald, of the county of Washington, of the other part, witnesseth: that the said Blanton, administrator as aforesaid, by the assent and direction of the said Samuel, Isabella, William, sen'r, William, jun'r, Alexander, and Elizabeth, by their said attorney, have, in pursuance to the direction of the last will of the said Wm. F. Taylor, deceased, which said will is of record in the county court of Washington aforesaid, bargained, sold, and conveyed, and by these presents, with the concurrence of the said Samuel, Isabella, William, sen'r, William, jun'r, Alexander, and Elizabeth, given and made by their said attorney, and in consideration of two hundred dollars by the party of the second part to be paid to the party of the first part, do bargain, sell, and convey unto said James McDonald, his heirs and assigns, all that part of the tract or parcel of land owned by the said Wm. F. Taylor at the time of his death, and for which a judgment was rendered some years ago in the general court of Kentucky, in a certain action of ejectment, in which John Doe, on the demise of Wm. F. Taylor, was plaintiff, and Bigger Head was defendant, and which judgment, by the decision of the said general court, given at the last term thereof, was renewed in a proceeding by scire facias, in which the said John Doe, on the demise of said William F. Taylor, was plaintiff, and Henry Brown and others were defendants, it being the same tract of land on which the said Brown now resides, and which he purchased from the Heads, be the same more or less; to have and to hold the said tract of land to him the said McDonald, his heirs and assigns, forever; and the said Blanton, administrator as aforesaid, and the said Samuel, Isabella, William, sen'r, William, jun'r, Alexander, and Elizabeth, do covenant and agree to warrant and defend the aforesaid described land to him the said McDonald, his heirs, and assigns, against the claim of all persons claiming by through or under the said Wm. F. Taylor, deceased; but against the claim of no other person whatever.

In testimony whereof, the parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

WILLIS BLANTON, [L. S.]
Admr. with the will annexed of Wm. F. Taylor, deceased.
SAMUEL TAYLOR, [L. S.]
ISABELLA LAWSON, [L. S.]
WM. RAINEY, Senior, [L. S.]
WILLIAM RAINEY, Junior, [L. S.]
ALEXANDER RAINEY, [L. S.]
ELIZABETH RAINEY, [L. S.]
By WM. PRIMROSE, [L. S.]
their attorney in fact.

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that on the day of the date hereof, this deed from Willis Blanton, administrator, with the will annexed, of Wm. F. Taylor, deceased, and William Primrose, attorney in fact for the heirs of said Taylor, to James McDonald, was produced to me in my office, and acknowledged, by said Blanton and Primrose, administrator and attorney aforesaid, to be their act and deed, and thereupon admitted to record, in my office, in deed book N, page 163.

Given under my hand, this 1st September, 1837.

WILLIAM B. BOOKER, *C. W. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, William B. Booker, clerk of the county court for the county aforesaid, do hereby certify, that the foregoing deed from Wm. F. Taylor's heirs, by their attorney in fact, William Primrose and Willis Blanton, the administrator, with the will annexed, to James McDonald, is a true, full, and complete copy of the original filed and recorded in my office.

In testimony whereof, I have hereunto set my hand, and caused the seal of my said office to be affixed, at Springfield, on Mon-
[L. S.] day, 29th day of June, 1840, and in the 49th year of the Commonwealth.

WILLIAM B. BOOKER, *C. W. C.*
By JAMES R. HUGHS, *D. C.*

STATE OF KENTUCKY, *Washington county, sct:*

I, John B. Smith, presiding justice of the peace in [and] for the county aforesaid, do hereby certify, that William B. Booker, whose name is subscribed to the foregoing certificate, is, and was at the time of signing the same, acting clerk, duly elected and qualified; and as such, credit is, and might of right be, given all his official acts and doings.

Given under my hand this the 30th day of June, A. D. 1840.

J. B. SMITH, *J. P. W. C.*